

# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

AWESOME DOUGHNUT, LLC, a Delaware limited liability company; and DOES 1-50, Inclusive,

### YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

AJA HENRY, on behalf of the State of California in her representative capacity as a private attorney general,

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
9/19/2024 5:34 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By T. Tang, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Los Angeles Superior Court  
Norwalk Courthouse - 12720 Norwalk Blvd., Norwalk, CA 90650

CASE NUMBER:  
(Número del Caso):

24NWCV03298

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 09/19/2024  
(Fecha)

Clerk, by T. Tang, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



### NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
- ☐ by personal delivery on (date):

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

AJA HENRY, on behalf of the State of  
California in her representative capacity as a  
private attorney general,

Plaintiff,

v.

AWESOME DOUGHNUT, LLC, a Delaware  
limited liability company; and DOES 1-50,  
Inclusive,

Defendants.

Case No: **24NWCV03298**

**REPRESENTATIVE ACTION**  
**COMPLAINT FOR:**

1) VIOLATIONS OF THE PRIVATE  
ATTORNEYS GENERAL ACT [LABOR  
CODE §§ 2698 ET SEQ.

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
9/19/2024 5:34 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By T. Tang, Deputy Clerk

1 PLAINTIFF AJA HENRY ("PLAINTIFF") on behalf of the people of the State of  
2 California, and as an "aggrieved employee" acting as a private attorney general under the Labor  
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only, alleges on information  
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the  
5 following:

### 6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against AWESOME DOUGHNUT, LLC  
8 ("DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and  
9 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**  
10 **recover anything other than penalties as permitted by California Labor Code § 2699.** To  
11 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek  
12 underlying general and/or special damages for those violations, but simply the civil penalties  
13 permitted by California Labor Code § 2699.

14 2. California has enacted PAGA which permits PLAINTIFF to bring an action on  
15 behalf of others for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT'S  
17 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any  
18 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be  
19 constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

20 4. PLAINTIFF is not suing in her individual capacity; she is proceeding herein solely  
21 under PAGA, on behalf of the State of California for all aggrieved employees. Nothing in this  
22 complaint should be construed as PLAINTIFF suing her individual capacity.

23 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
24 decreased their employment-related costs by systematically violating California wage and hour  
25 laws.

26 6. DEFENDANT'S systematic pattern of wage and hour and IWC Wage Order  
27 violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

28 a. Failure to provide compliant meal and rest periods;

- b. Failure to allow employees to take duty-free meal and rest periods;
- c. Failure to pay all minimum, sick pay, regular and overtime wages;
- d. Failure to correctly calculate the regular rate of pay;
- e. Failure to pay within seven (7) days of the close of payroll;
- f. Failure to pay for all hours worked;
- g. Failure to maintain true and accurate records;
- h. Failure to reimburse for required business expenses;
- i. Failure to provide accurate itemized wage statements; and
- j. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

### **THE PARTIES**

8. Defendant AWESOME DOUGHNUT, LLC (“DEFENDANT”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. DEFENDANT was the employer of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for.

10. DEFENDANT operates fast food restaurant franchises such as Krispy Kreme in California, including in the county of Los Angeles, where PLAINTIFF worked.

11. PLAINTIFF was employed by DEFENDANT in California from January 2023 to June 2024, paid in part an hourly wage, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

12. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to all current and former non-exempt employees who worked DEFENDANT in California (“AGGRIEVED EMPLOYEES”) during the time period of July 15, 2023, and the present (“PAGA Period”).

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13. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code § 2699(c) because she was employed by DEFENDANT and personally suffered each of the alleged Labor Code violations committed by DEFENDANT.

14. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times were, employees of DEFENDANT, within the meanings set forth in the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

15. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true names and capacities of these fictitiously named Defendants when their true names are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious Defendants have participated in the acts alleged in this Complaint.

16. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

17. DEFENDANTS were PLAINTIFF'S employer or persons acting on behalf of PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

## JURISDICTION AND VENUE

18. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This

1 Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the  
2 Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

3 19. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
4 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times  
5 maintained offices and facilities in this County and/or conduct substantial business in this County,  
6 and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED  
7 EMPLOYEES.

### 8 **THE CONDUCT**

9 20. In violation of the applicable sections of the California Labor Code and the  
10 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a  
11 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
12 failed to provide legally compliant meal and rest periods, failed to accurately compensate  
13 PLAINTIFF and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay  
14 PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked, failed compensate  
15 PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF  
16 and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate  
17 PLAINTIFF and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to  
18 reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and  
19 knowingly and intentionally failed to issue to PLAINTIFF and AGGRIEVED EMPLOYEES with  
20 accurate itemized wage statements showing, among other things, all applicable hourly rates in  
21 effect during the pay periods and the corresponding amount of time worked at each hourly rate.  
22 DEFENDANT's uniform policies and practices are intended to purposefully avoid the accurate  
23 and full payment for all time worked as required by California law which allows DEFENDANT  
24 to illegally profit and gain an unfair advantage over competitors who comply with the law. To  
25 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against  
26 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

27  
28 ///

1     **A. Meal Period Violations**

2           21. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
3 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning  
4 the time during which an employee is subject to the control of an employer, including all the time  
5 the employee is suffered or permitted to work. From time to time during the PAGA PERIOD,  
6 DEFENDANT required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying  
7 them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT  
8 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S  
9 off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a  
10 partial lunch. As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited  
11 minimum wage and overtime compensation by regularly working without their time being  
12 accurately recorded and without compensation at the applicable minimum wage and overtime  
13 rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other  
14 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business  
15 records.

16           22. From time to time during the PAGA PERIOD, as a result of their rigorous work  
17 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
18 AGGRIEVED EMPLOYEES are from time to time unable to take thirty (30) minute off duty  
19 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
20 AGGRIEVED EMPLOYEES are required to perform work as ordered by DEFENDANT for more  
21 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT  
22 fails to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal  
23 period for some workdays in which these employees are required by DEFENDANT to work ten  
24 (10) hours of work. The nature of the work performed by PLAINTIFF and other AGGRIEVED  
25 EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period  
26 exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED  
27 EMPLOYEES were, from time to time, required to remain on duty and on call. Further,  
28 DEFENDANT required PLAINTIFF and the AGGRIEVED EMPLOYEES to maintain cordless

1 communication devices on them during meal periods in order to receive and respond to work-  
2 related communications. DEFENDANT's failure to provide PLAINTIFF and the AGGRIEVED  
3 EMPLOYEES Members with legally required meal breaks is evidenced by DEFENDANT's  
4 business records. PLAINTIFF and AGGRIEVED EMPLOYEES therefore forfeit meal breaks  
5 without additional compensation and in accordance with DEFENDANT's strict corporate policy  
6 and practice.

7 **B. Rest Period Violations**

8 23. From time to time during the PAGA PERIOD, PLAINTIFF and other  
9 AGGRIEVED EMPLOYEES were also required to work in excess of four (4) hours without being  
10 provided ten (10) minute rest periods as a result of their rigorous work requirements and  
11 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied  
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
13 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some  
14 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and  
15 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
16 time to time. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED  
17 EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call  
18 and/or on the premises. Further, DEFENDANT required PLAINTIFF and the AGGRIEVED  
19 EMPLOYEES to maintain cordless communication devices on them during rest periods in order  
20 to receive and respond to work-related communications. PLAINTIFF and other AGGRIEVED  
21 EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As a result of their  
22 rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFF and other  
23 AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by  
24 DEFENDANT and DEFENDANT's managers.

25 **C. Unreimbursed Business Expenses**

26 24. DEFENDANT as a matter of corporate policy, practice, and procedure,  
27 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
28 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the

1 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their  
2 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are  
3 required to indemnify employees for all expenses incurred in the course and scope of their  
4 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
5 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
6 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
7 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
8 to be unlawful."

9         25. In the course of their employment, DEFENDANT required PLAINTIFF and other  
10 AGGRIEVED EMPLOYEES to incur personal expenses for the use of their personal cell phones  
11 and personal computers, and for the purchase and maintenance of work uniforms as a result of  
12 and in furtherance of their job duties. Specifically, PLAINTIFF and other AGGRIEVED  
13 EMPLOYEES were required to use their personal cell phones and personal computers, and  
14 purchase and maintain their own work uniforms in order to perform work related tasks. However,  
15 DEFENDANT unlawfully failed to reimburse PLAINTIFF and other AGGRIEVED  
16 EMPLOYEES for the personal expenses incurred for the use of their personal cell phones and  
17 personal computers, and the purchase and maintenance of their work uniforms. As a result, in the  
18 course of their employment with DEFENDANT, the PLAINTIFF and other AGGRIEVED  
19 EMPLOYEES incurred unreimbursed business expenses that included, but were not limited to,  
20 costs related to the use of their personal cell phones and personal computers, and purchase and  
21 maintenance of their own work uniforms, all on behalf of and for the benefit of DEFENDANT.

22 **D. Wage Statement Violations**

23         26. California Labor Code Section 226 required an employer to furnish its employees  
24 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
25 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
26 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
27 name of the employee and only the last four digits of the employee's social security number or an  
28 employee identification number other than a social security number, (8) the name and address of

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

3 27. From time to time during the PAGA PERIOD, when PLAINTIFF and other  
4 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed  
5 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed  
6 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage  
7 statements which failed to show, among other things, all deductions, the total hours worked and  
8 all applicable hourly rates in effect during the pay period, and the corresponding amount of time  
9 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
10 periods.

11 28. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
12 PLAINTIFF and the AGGRIEVED EMPLOYEES Members with wage statements that comply  
13 with Cal. Lab. Code § 226(a)(1)-(9).

14 29. As a result, DEFENDANT issued PLAINTIFF and AGGRIEVED EMPLOYEES  
15 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT's violations are  
16 knowing and intentional, were not isolated due to an unintentional payroll error due to clerical or  
17 inadvertent mistake.

18 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

19 30. During the PAGA PERIOD, from time-to-time DEFENDANT failed and  
20 continues to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours  
21 worked.

22 31. During the PAGA PERIOD, from time-to-time DEFENDANT required  
23 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work, including  
24 but not limited to, opening and closing keyholder duties, organizing equipment, taking out the  
25 trash, assisting customers, and cleaning the store. This resulted in PLAINTIFF and AGGRIEVED  
26 EMPLOYEES to have to work while off-the-clock.

27 32. DEFENDANT directed and directly benefited from the undercompensated off-the-  
28 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

1           33. DEFENDANT controlled the work schedules, duties, and protocols, applications,  
2 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

3           34. DEFENDANT was able to track the amount of time PLAINTIFF and  
4 AGGRIEVED EMPLOYEES spent working; however, DEFENDANT failed to document, track,  
5 or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work  
6 they performed.

7           35. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees,  
8 subject to the requirements of the California Labor Code.

9           36. DEFENDANT's policies and practices deprived PLAINTIFF and the other  
10 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for  
11 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES  
12 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,  
13 DEFENDANT's policies and practices also deprived them of overtime pay.

14           37. DEFENDANT knew or should have known that PLAINTIFF and AGGRIEVED  
15 EMPLOYEES' off-the-clock work was compensable under the law.

16           38. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to  
17 them for all hours worked at DEFENDANT's direction, control, and benefit for the time spent  
18 working while off-the-clock, including but not limited to, time spent opening and closing  
19 keyholder duties, organizing equipment, taking out the trash, assisting customers, and cleaning  
20 the store. DEFENDANT's uniform policy and practice to not pay PLAINTIFF and AGGRIEVED  
21 EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by  
22 DEFENDANT's business records.

23       **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**  
24       **and Redeemed Sick Pay**

25           39. From time to time during the PAGA PERIOD, DEFENDANT failed and continues  
26 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES  
27 for their overtime and double time hours worked, meal and rest period premiums, and redeemed  
28 sick pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages

1 due to them for working overtime without compensation at the correct overtime and double time  
2 rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANT's uniform  
3 policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES Members at the  
4 correct rate for all overtime and double time worked, meal and rest period premiums, and  
5 redeemed sick pay in accordance with applicable law is evidenced by DEFENDANT's business  
6 records.

7         40. State law provides that employees must be paid overtime at one-and-one-half times  
8 their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were  
9 compensated at an hourly rate plus incentive pay that was tied to specific elements of an  
10 employee's performance.

11         41. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'  
12 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF  
13 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for  
14 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
15 basis with bonus compensation when the employees met the various performance goals set by  
16 DEFENDANTS.

17         42. From-time-to-time, when calculating the regular rate of pay, in those pay periods  
18 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid  
19 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary  
20 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as  
21 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all  
22 non-overtime hours worked. Management and supervisors described the incentive/bonus program  
23 to potential and new employees as part of the compensation package. As a matter of law, the  
24 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be  
25 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment  
26 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay  
27 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,  
28 California Labor Code Section 246 mandates that paid sick time for non-employees shall be

1 calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt  
2 employee uses paid sick time, whether or not the employee actually works overtime in that  
3 workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive  
4 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in  
5 violation of Cal. Lab. Code § 246 the underpayment of which is recoverable under Cal. Labor Code  
6 Sections 201, 202, 203 and/or 204.

7 43. In violation of the applicable sections of the California Labor Code and the  
8 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a  
9 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
10 compensate PLAINTIFF and AGGRIEVED EMPLOYEES at the correct rate of pay for all  
11 overtime and double time worked, meal and rest period premiums, and sick pay. This uniform  
12 policy and practice of DEFENDANT is intended to purposefully avoid the payment of the correct  
13 overtime and double time compensation, meal and rest period premiums, and sick pay as required  
14 by California law which allowed DEFENDANT to illegally profit and gain an unfair advantage  
15 over competitors who complied with the law. To the extent equitable tolling operates to toll  
16 claims by the AGGRIEVED EMPLOYEES members against DEFENDANT, the PAGA  
17 PERIOD should be adjusted accordingly.

18 **G. Sick Pay Violations**

19 44. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after  
20 July 1, 2015, works in California for the same employer for 30 or more days within a year from  
21 the commencement of employment is entitled to paid sick days as specified in this section."  
22 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From  
23 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF  
24 and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave.

25 45. California Labor Code Section 246(i) requires an employer to furnish its  
26 employees with written wage statements setting forth the amount of paid sick leave available.  
27 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF  
28

1 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick  
2 leave available.

3 **H. Violations for Untimely Payment of Wages**

4 46. Pursuant to California Labor Code section 204, PLAINTIFF and the  
5 AGGRIEVED EMPLOYEES members were entitled to timely payment of wages during their  
6 employment. PLAINTIFF and the AGGRIEVED EMPLOYEES members, from time to time, did  
7 not receive payment of all wages, including, but not limited to, overtime wages, minimum wages,  
8 meal period premium wages, and rest period premium wages within permissible time period.

9 47. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the  
10 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to  
11 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become  
12 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours  
13 previous notice of his or her intention to quit, in which case the employee is entitled to his or her  
14 wages at the time of quitting.” PLAINTIFF and the AGGRIEVED EMPLOYEES were, from time  
15 to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at  
16 the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202. Further, DEFENDANT’s  
17 violations are willful and intentional, were not isolated due to an unintentional payroll error due  
18 to clerical or inadvertent mistake.

19 48. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
20 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose  
21 employment ended during the PAGA PERIOD.

22 **I. Unlawful Deductions**

23 49. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF  
24 and AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so  
25 or notice to PLAINTIFF and the AGGRIEVED EMPLOYEES Members. As a result,  
26 DEFENDANT violated Labor Code § 221.

27 **J. Unlawful Rounding Practices**

28 50. During the PAGA PERIOD, DEFENDANT did not have in place an immutable

1 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED  
2 EMPLOYEES for the actual time these employees worked each day, including overtime hours.  
3 Specifically, DEFENDANT had in place an unlawful rounding policy and practice that resulted  
4 in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time  
5 worked. As a result, DEFENDANT was able to and did in fact unlawfully, and unilaterally round  
6 the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and AGGRIEVED  
7 EMPLOYEES in order to avoid paying these employees for all their time worked, including the  
8 applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other  
9 AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked  
10 by working without their time being accurately recorded and without compensation at the  
11 applicable overtime rates.

12 51. Further, the mutability of DEFENDANT'S timekeeping system and unlawful  
13 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time  
14 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding  
15 policy and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as  
16 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-  
17 duty meal break.

18 **K. Timekeeping Manipulation**

19 52. During the PAGA PERIOD, DEFENDANT, from time-to-time, did not have an  
20 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED  
21 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each  
22 day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result,  
23 DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in  
24 DEFENDANT'S timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order  
25 to avoid paying these employees for all hours worked, applicable overtime compensation,  
26 applicable sick pay, missed meal breaks and missed rest break.

27 53. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time-to-time,  
28 forfeited time worked by working without their time being accurately recorded and without

1 compensation at the applicable pay rates.

2       54. The mutability of the timekeeping system also allowed DEFENDANT to alter  
3 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S  
4 timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED  
5 EMPLOYEES clocked out for thirty (30) minute meal break when in fact the employees were not  
6 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANT's  
7 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal  
8 breaks each day or otherwise compensate them for missed meal breaks.

9       55. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due  
10 them for all hours worked at DEFENDANT'S direction, control and benefit for the time the  
11 timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not pay  
12 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with  
13 applicable law is evidenced by DEFENDANT'S business records.

14       56. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
15 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
16 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
17 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
18 provide PLAINTIFF with a second off-duty meal period each workday in which she was required  
19 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF  
20 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
21 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was  
22 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
23 without additional compensation and in accordance with DEFENDANT'S strict corporate policy  
24 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to  
25 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF  
26 for required business expenses related to the personal expenses incurred for the use of her personal  
27 cell phone and personal computer and the purchase and maintenance of her own work uniforms,  
28 on behalf of and in furtherance of her employment with DEFENDANT. To date, DEFENDANT

1 has not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed  
2 to her or any penalty wages owed to her under Cal. Lab. Code § 203. The amount in controversy  
3 for PLAINTIFF individually does not exceed the sum or value of \$75,000.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **(Cal. Lab. Code §§2698 et seq.)**

7 **(Alleged by PLAINTIFF against all Defendants)**

8 57. PLAINTIFF realleges and incorporates by this reference, as though fully set forth  
9 herein, the prior paragraphs of this Complaint.

10 58. PAGA is a mechanism by which the State of California itself can enforce state  
11 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the  
12 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is  
13 fundamentally a law enforcement action designed to protect the public and not to benefit private  
14 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means  
15 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting  
16 PAGA, the California Legislature specified that "it was ... in the public interest to allow  
17 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor  
18 Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to  
19 arbitration.

20 59. At all relevant times, for the reasons described herein, and others, PLAINTIFF and  
21 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the  
22 meaning of Labor Code Section 2699(c).

23 60. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE,  
24 like PLAINTIFF, on behalf of other current or former employees, to bring a civil action to  
25 recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

26 61. PLAINTIFF complied with the procedures for bringing suit specified in Labor  
27 Code Section 2699.3. By certified letter, return receipt requested, dated July 15, 2024,  
28 PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA")

1 and to DEFENDANT of the specific provisions of the Labor Code alleged to have been violated,  
2 including the facts and theories to support the alleged violations. See Exhibit #1.

3 62. As of the date of this complaint, more than sixty-five (65) days after serving the  
4 LWDA with notice of DEFENDANT'S violations, the LWDA has not provided any notice by  
5 certified mail of its intent to investigate the DEFENDANT'S alleged violations as mandated by  
6 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section  
7 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause of action.

8 63. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the  
9 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANT'S violations of  
10 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,  
11 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,  
12 2802 and 2804 in the following amounts:

13 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)  
14 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code  
15 Section 2699(f)];

16 b. For violations of Labor Code Section 226(a), a civil penalty in the amount  
17 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for  
18 any initial violation and one thousand dollars for each subsequent violation  
19 [penalty per Labor Code Section 226.3];

20 c. For violations of Labor Code Sections 204, a civil penalty in the amount of  
21 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial  
22 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for  
23 each subsequent violation [penalty per Labor Code Section 210];

24 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty  
25 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED  
26 EMPLOYEE for the initial violation and hundred dollars (\$100) for each  
27 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty  
28 per Labor Code Section 558];

1 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount  
2 of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per  
3 Labor Code Section 1174.5].

4 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,  
5 a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED  
6 EMPLOYEE per pay period for the initial violation and two hundred dollars  
7 fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent  
8 violation [penalty per Labor Code Section].

9 64. For all provisions of the Labor Code for which civil penalty is not specifically  
10 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of up to two hundred dollars  
11 (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED  
12 EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with  
13 their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

16 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,  
17 including pursuant to Labor Code § 2699, *et seq.*;

18 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under  
19 the Private Attorneys General Act; and

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

21  
22 DATED: September 19, 2024

23 **JCL LAW FIRM, APC**

24 By:   
25 Jean-Claude Lapuyade, Esq.  
26 Attorney for PLAINTIFF  
27  
28

# **EXHIBIT 1**

July 15, 2024

**Via Online Filing to LWDA and Certified Mail to Defendant**  
**Labor and Workforce Development Agency**  
Online Filing

**AWESOME DOUGHNUT, LLC**  
c/o CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

***Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 1756 9911 82***

**Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam:

Our offices represent Plaintiff AJA HENRY ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant AWESOME DOUGHNUT, LLC ("Defendant an/or Defendants"). Plaintiff was employed by Defendants from January of 2023 to June of 2024 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks, among other things. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, failed to pay employees at the correct regular rate of pay, when applicable, failed to reimburse employees for necessary business expenditures and for all of their meal and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages and failed to provide Plaintiff and other aggrieved employees with compliant meal and rest breaks.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.5.

**Plaintiff seeks to represent a group of aggrieved employees defined as all current and former non-exempt employees who worked for Defendant AWESOME DOUGHNUT, LLC in California during the relevant claim period.**

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged

violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Very truly yours,  
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
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**ZAKAY LAW GROUP, APLC**

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[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

AJA HENRY, an individual, on behalf of  
herself, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

AWESOME DOUGHNUT, LLC, a Delaware  
limited liability company; and DOES 1-50,  
Inclusive,

Defendants.

Case No:

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

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- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
  - 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
  - 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF AJA HENRY (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant AWESOME DOUGHNUT, LLC (“DEFENDANT”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT operates fast food restaurant franchises such as Krispy Kreme in California, including in the county of Los Angeles, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANT in California from January 2023 to June 2024 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANT’S uniform policy and practice which failed to

1 lawfully compensate these employees. DEFENDANT’S uniform policy and practice alleged  
2 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained  
3 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA  
4 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
5 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the  
6 other members of the CALIFORNIA CLASS who have been economically injured by  
7 DEFENDANT’S past and current unlawful conduct, and all other appropriate legal and equitable  
8 relief.

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

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

26         8. DEFENDANT was PLAINTIFF’s employers or persons acting on behalf of  
27 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or  
28 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission and, as  
2 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,  
3 at all relevant times.

4 9. DEFENDANT was PLAINTIFF's employers or persons acting on behalf of  
5 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,  
6 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any  
7 employee a wage less than the minimum fixed by California state law, and as such, are subject to  
8 civil penalties for each underpaid employee.

9 10. DEFENDANT'S uniform policies and practices alleged herein were unlawful,  
10 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain  
11 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

12 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
13 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
14 other members of the CALIFORNIA CLASS who has been economically injured by  
15 DEFENDANT'S past and current unlawful conduct, and all other appropriate legal and equitable  
16 relief.

#### 17 **JURISDICTION AND VENUE**

18 12. This Court has jurisdiction over this Action pursuant to California Code of Civil  
19 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
20 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
21 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

22 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
23 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employ  
24 the CALIFORNIA CLASS across California, including in this County, and committed the  
25 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

#### 26 **THE CONDUCT**

27 14. In violation of the applicable sections of the California Labor Code and the  
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a

1 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
2 failed to provide legally compliant meal and rest periods, failed to accurately compensate  
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest  
4 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all  
5 time worked, failed compensate PLAINTIFF and the other members of the CALIFORNIA  
6 CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate  
8 PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest premiums at the  
9 regular rate of pay, failed to pay PLAINTIFF and other CALIFORNIA CLASS Members  
10 redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and other  
11 CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and  
12 the members of the CALIFORNIA CLASS with accurate itemized wage statements showing,  
13 among other things, all applicable hourly rates in effect during the pay periods and the  
14 corresponding amount of time worked at each hourly rate. DEFENDANT’S uniform policies and  
15 practices are intended to purposefully avoid the accurate and full payment for all time worked as  
16 required by California law which allows DEFENDANT to illegally profit and gain an unfair  
17 advantage over competitors who comply with the law. To the extent equitable tolling operates to  
18 toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be  
19 adjusted accordingly.

20 **A. Meal Period Violations**

21 15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT were  
22 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
23 meaning the time during which an employee is subject to the control of an employer, including  
24 all the time the employee is suffered or permitted to work. From time to time during the CLASS  
25 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
26 without paying them for all the time they were under DEFENDANT’S control. Specifically,  
27 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be  
28 PLAINTIFF’s off-duty meal break. Indeed, there were many days where PLAINTIFF did not

1 even receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS Members  
2 forfeited minimum wage and overtime compensation by regularly working without their time  
3 being accurately recorded and without compensation at the applicable minimum wage and  
4 overtime rates. DEFENDANT'S uniform policy and practice not to pay PLAINTIFF and other  
5 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT'S business  
6 records.

7 16. From time to time during the CLASS PERIOD, as a result of their rigorous work  
8 schedules and DEFENDANT'S inadequate staffing practices, PLAINTIFF and other  
9 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty  
10 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
11 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for  
12 more than five (5) hours during some shifts without receiving a meal break. Further,  
13 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second  
14 off-duty meal period for some workdays in which these employees are required by DEFENDANT  
15 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
16 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-  
17 duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other  
18 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.  
19 Further, DEFENDANT required PLAINTIFF and the CALIFORNIA CLASS Members to  
20 maintain cordless communication devices on them during meal periods in order to receive and  
21 respond to work-related communications. DEFENDANT'S failure to provide PLAINTIFF and  
22 the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by  
23 DEFENDANT'S business records. As a result of their rigorous work schedules and  
24 DEFENDANT'S inadequate staffing, PLAINTIFF and other members of the CALIFORNIA  
25 CLASS therefore forfeit meal breaks without additional compensation and in accordance with  
26 DEFENDANT'S strict corporate policy and practice.

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1     **B. Rest Period Violations**

2           17. From time to time during the CLASS PERIOD, PLAINTIFF and other  
3 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without  
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
5 DEFENDANT'S inadequate staffing. Further, for the same reasons, these employees were denied  
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some  
8 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and  
9 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
10 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA  
11 CLASS Members were, from time to time, required to remain on duty and/or on call. Further,  
12 DEFENDANT required PLAINTIFF and the CALIFORNIA CLASS Members to maintain  
13 cordless communication devices on them during rest periods in order to receive and respond to  
14 work-related communications. PLAINTIFF and other CALIFORNIA CLASS Members were  
15 also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules  
16 and DEFENDANT'S inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS  
17 Members were from time to time denied their proper rest periods by DEFENDANT and  
18 DEFENDANT'S managers.

19     **C. Unreimbursed Business Expenses**

20           18. DEFENDANT as a matter of corporate policy, practice, and procedure,  
21 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
22 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
23 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
24 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers  
25 are required to indemnify employees for all expenses incurred in the course and scope of their  
26 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or  
27 her employee for all necessary expenditures or losses incurred by the employee in direct  
28 consequence of the discharge of his or her duties, or of his or her obedience to the directions of

1 the employer, even though unlawful, unless the employee, at the time of obeying the directions,  
2 believed them to be unlawful.”

3 19. In the course of their employment, DEFENDANT required PLAINTIFF and other  
4 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell  
5 phones, personal computers, and personal expenses incurred in the acquisition and maintenance  
6 of work uniforms as a result of and in furtherance of their job duties. Specifically, PLAINTIFF  
7 and other CALIFORNIA CLASS Members were required to use their personal cell phones,  
8 personal computers, and personal expenses incurred in the acquisition and maintenance of work  
9 uniforms in order to perform work related tasks. However, DEFENDANT unlawfully failed to  
10 reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the use of their personal  
11 cell phones, personal computers, and personal expenses incurred in the acquisition and  
12 maintenance of work uniforms. As a result, in the course of their employment with  
13 DEFENDANT, the PLAINTIFF and other CALIFORNIA CLASS Members incurred  
14 unreimbursed business expenses that included, but were not limited to, costs related to the use of  
15 their personal cell phones, personal computers, and personal expenses incurred in the acquisition  
16 and maintenance of work uniforms, all on behalf of and for the benefit of DEFENDANT.

17 **D. Wage Statement Violations**

18 20. California Labor Code Section 226 required an employer to furnish its employees  
19 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
22 name of the employee and only the last four digits of the employee’s social security number or an  
23 employee identification number other than a social security number, (8) the name and address of  
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
27 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for  
28 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also

1 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and  
2 accurate wage statements which failed to show, among other things, all deductions, the total hours  
3 worked and all applicable hourly rates in effect during the pay period and the corresponding  
4 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed  
5 meal and rest periods.

6 22. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
7 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
8 Cal. Lab. Code § 226(a)(1)-(9).

9 23. As a result, DEFENDANT issued PLAINTIFF and other members of the  
10 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
11 DEFENDANT'S violations are knowing and intentional, were not isolated due to an unintentional  
12 payroll error due to clerical or inadvertent mistake.

13 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

14 24. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
15 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
16 for all hours worked.

17 25. During the CLASS PERIOD, from time-to-time DEFENDANT required  
18 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
19 work, including but not limited to, opening and closing keyholder duties, organizing equipment,  
20 taking out the trash, assisting customers, and cleaning the store. This resulted in PLAINTIFF and  
21 other members of the CALIFORNIA CLASS having to work while off-the-clock.

22 26. DEFENDANT directed and directly benefited from the undercompensated off-the-  
23 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

24 27. DEFENDANT controlled the work schedules, duties, and protocols, applications,  
25 assignments, and employment conditions of PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS.

27 28. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to

1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
2 wages earned and owed for all the work they performed.

3 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
4 exempt employees, subject to the requirements of the California Labor Code.

5 30. DEFENDANT'S policies and practices deprived PLAINTIFF and the other  
6 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed  
7 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
8 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than  
9 eight (8) hours per day, DEFENDANT'S policies and practices also deprived them of overtime  
10 pay.

11 31. DEFENDANT knew or should have known that PLAINTIFF and the other  
12 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

13 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
14 forfeited wages due to them for all hours worked at DEFENDANT'S direction, control, and  
15 benefit for the time spent working while off-the-clock, including but not limited to, opening and  
16 closing keyholder duties, organizing equipment, taking out the trash, assisting customers, and  
17 cleaning the store. DEFENDANT'S uniform policy and practice to not pay PLAINTIFF and the  
18 members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable  
19 law is evidenced by DEFENDANT'S business records.

20 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**  
21 **and Redeemed Sick Pay**

22 33. From time to time during the CLASS PERIOD, DEFENDANT failed and  
23 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
24 Members for their overtime and double time hours worked, meal and rest period premiums, and  
25 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members  
26 forfeited wages due to them for working overtime without compensation at the correct overtime  
27 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
28 DEFENDANT'S uniform policy and practice not to pay the CALIFORNIA CLASS Members at

1 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
2 pay in accordance with applicable law is evidenced by DEFENDANT’S business records.

3 34. State law provides that employees must be paid overtime at one-and-one-half times  
4 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS Members were  
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an  
6 employee’s performance.

7 35. The second component of PLAINTIFF’s and other CALIFORNIA CLASS  
8 Members’ compensation was DEFENDANT’S non-discretionary incentive program that paid  
9 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their  
10 performance for DEFENDANT. The non-discretionary bonus program provided all employees  
11 paid on an hourly basis with bonus compensation when the employees met the various  
12 performance goals set by DEFENDANT.

13 36. However, from time to time, when calculating the regular rate of pay in those pay  
14 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double  
15 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
16 discretionary bonuses, DEFENDANT failed to accurately include the non-discretionary bonus  
17 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked  
18 rather than just all non-overtime hours worked. Management and supervisors described the  
19 incentive/bonus program to potential and new employees as part of the compensation package.  
20 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
21 CLASS Members must be included in the “regular rate of pay.” The failure to do so has resulted  
22 in a systematic underpayment of overtime and double time compensation, meal and rest period  
23 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS  
24 Members by DEFENDANT. Specifically, California Labor Code Section 246 mandates that paid  
25 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of  
26 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the  
27 employee actually works overtime in that workweek. DEFENDANT’S conduct, as articulated  
28 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for

1 purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of  
2 which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

3 37. In violation of the applicable sections of the California Labor Code and the  
4 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a  
5 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
6 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
7 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed  
8 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain  
9 an unfair advantage over competitors who complied with the law. To the extent equitable tolling  
10 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the  
11 CLASS PERIOD should be adjusted accordingly.

12 **G. Unlawful Deductions**

13 38. DEFENDANT, from time-to-time unlawfully deducted wages from PLAINTIFF  
14 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do  
15 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result, DEFENDANT  
16 violated Labor Code § 221,

17 **H. Timekeeping Manipulation**

18 39. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an  
19 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
20 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
21 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal  
22 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and  
23 unilaterally alter the time recorded in DEFENDANT’S timekeeping system for PLAINTIFF and  
24 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all  
25 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and  
26 missed rest breaks.

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1           40. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
2 time-to-time, forfeited time worked by working without their time being accurately recorded and  
3 without compensation at the applicable pay rates.

4           41. The mutability of the timekeeping system also allowed DEFENDANT to alter  
5 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S  
6 timekeeping system so as to create the appearance that PLAINTIFF and other members of the  
7 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees  
8 were not at all times provided an off-duty meal break. This practice is a direct result of  
9 DEFENDANT'S uniform policy and practice of denying employees uninterrupted thirty (30)  
10 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

11           42. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
12 forfeited wages due to them for all hours worked at DEFENDANT'S direction, control and  
13 benefit for the time the timekeeping system was inoperable. DEFENDANT'S uniform policy  
14 and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for  
15 all hours worked in accordance with applicable law is evidenced by DEFENDANT'S business  
16 records.

17       **I. Unlawful Rounding Practices**

18           43. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place  
19 an immutable timekeeping system to accurately record and pay PLAINTIFFS and other  
20 CALIFORNIA CLASS Members for the actual time these employees worked each day,  
21 including overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy  
22 and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being  
23 undercompensated for all of their time worked. As a result, DEFENDANT was able to and did  
24 in fact unlawfully, and unilaterally round the time recorded in DEFENDANT'S timekeeping  
25 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying  
26 these employees for all their time worked, including the applicable overtime compensation for  
27 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from  
28

time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

44. Further, the mutability of DEFENDANT’S timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members’ time being inaccurately recorded. As a result, from time to time, DEFENDANT’S unlawful rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break.

**J. Violations for Untimely Payment of Wages**

45. Pursuant to California Labor Code section 204, PLAINTIFF and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time period.

46. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.” PLAINTIFF and the CALIFORNIA CLASS Members were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

47. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all CALIFORNIA CLASS Members whose employment ended during the CLASS PERIOD.

**K. Sick Pay Violations**

48. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from

1 the commencement of employment is entitled to paid sick days as specified in this section.”  
2 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From  
3 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF  
4 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of  
5 January 1, 2024, Defendant failed to adhere to the law in that they failed to provide and allow  
6 employees to use at least 40 hours or five days of paid sick leave per year.

7 49. California Labor Code Section 246(i) requires an employer to furnish its  
8 employees with written wage statements setting forth the amount of paid sick leave available.  
9 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF  
10 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount  
11 of paid sick leave available.

12 50. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
13 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
14 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
15 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
16 provide PLAINTIFF with a second off-duty meal period each workday in which she was required  
17 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF  
18 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
19 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was  
20 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
21 without additional compensation and in accordance with DEFENDANT’S strict corporate policy  
22 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to  
23 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF  
24 for required business expenses related to the personal expenses incurred for the use of their  
25 personal cell phones, personal computers, and personal expenses incurred in the acquisition and  
26 maintenance of work uniforms, on behalf of and in furtherance of her employment with  
27 DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the minimum, overtime  
28 and double time compensation still owed to her or any penalty wages owed to her under Cal.

1 Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not exceed the  
2 sum or value of \$75,000.

3 **CLASS ACTION ALLEGATIONS**

4 51. PLAINTIFF brings this Class Action on behalf of herself, and a California class  
5 defined as all persons who are or previously were employed by Defendant Awesome Doughnut,  
6 LLC RSC in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)  
7 at any time during the period beginning four (4) years prior to the filing of this Complaint and  
8 ending on the date as determined by the Court (the “CLASS PERIOD”).

9 52. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
10 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
11 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
12 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate  
13 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain  
14 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

15 53. The members of the class are so numerous that joinder of all class members is  
16 impractical.

17 54. Common questions of law and fact regarding DEFENDANT’S conduct, including  
18 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
19 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
20 regular rate of compensation for missed meal and rest period premiums, failing to provide legally  
21 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
22 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum  
23 wage and overtime, exist as to all members of the class and predominate over any questions  
24 affecting solely any individual members of the class. Among the questions of law and fact  
25 common to the class are:

- 26 a. Whether DEFENDANT maintained legally compliant meal period policies and  
27 practices;

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- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

55. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT'S conduct and actions alleged herein.

56. PLAINTIFF's claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF has the same interests as the other members of the class.

57. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

1           58. PLAINTIFF retained able class counsel with extensive experience in class action  
2 litigation.

3           59. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the  
4 interest of the other CALIFORNIA CLASS Members.

5           60. There is a strong community of interest among PLAINTIFF and the members of  
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT is  
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
8 sustained.

9           61. The questions of law and fact common to the CALIFORNIA CLASS Members  
10 predominate over any questions affecting only individual members, including legal and factual  
11 issues relating to liability and damages.

12           62. A class action is superior to other available methods for the fair and efficient  
13 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
14 since the damages suffered by individual members of the class may be relatively small, the  
15 expense and burden of individual litigation makes it practically impossible for the members of  
16 the class individually to redress the wrongs done to them. Without class certification and  
17 determination of declaratory, injunctive, statutory, and other legal questions within the class  
18 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will  
19 create the risk of:

- 20           a. Inconsistent or varying adjudications with respect to individual members of the  
21 CALIFORNIA CLASS which would establish incompatible standards of conduct  
22 for the parties opposing the CALIFORNIA CLASS; and/or,  
23           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
24 which would as a practical matter be dispositive of the interests of the other  
25 members not party to the adjudication or substantially impair or impeded their  
26 ability to protect their interests.

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63. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

### **FIRST CAUSE OF ACTION**

#### **Unlawful Business Practices**

**(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

**(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

65. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

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

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

67. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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1           68. By the conduct alleged herein, DEFENDANT’S practice was unlawful and unfair  
2 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous  
3 or substantially injurious to employees, and were without valid justification or utility for which  
4 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
5 Business & Professions Code, including restitution of wages wrongfully withheld.

6           69. By the conduct alleged herein, DEFENDANT’S practice was deceptive and  
7 fraudulent in that DEFENDANT’S uniform policy and practice failed to provide the legally  
8 mandated meal and rest periods and the required amount of compensation for missed meal and  
9 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all  
10 necessary business expenses incurred, due to a systematic business practice that cannot be  
11 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission  
12 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should  
13 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
14 restitution of wages wrongfully withheld.

15           70. By the conduct alleged herein, DEFENDANT’S practice was also unlawful,  
16 unfair, and deceptive in that DEFENDANT’S employment practices caused PLAINTIFF and the  
17 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
18 DEFENDANT.

19           71. By the conduct alleged herein, DEFENDANT’S practice was also unfair and  
20 deceptive in that DEFENDANT’S uniform policies, practices and procedures failed to provide  
21 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
22 required by Cal. Lab. Code §§ 226.7 and 512.

23           72. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for  
26 each workday in which a second off-duty meal period was not timely provided for each ten (10)  
27 hours of work.

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1           73. PLAINTIFF further demands on behalf of herself and on behalf of each  
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
3 not timely provided as required by law.

4           74. By and through the unlawful and unfair business practices described herein,  
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
8 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
9 to unfairly compete against competitors who comply with the law.

10           75. All the acts described herein as violations of, among other things, the Industrial  
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
14 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15           76. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
16 and do, seek such relief as may be necessary to restore to them the money and property which  
17 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
19 business practices, including earned but unpaid wages for all time worked.

20           77. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,  
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
23 engaging in any unlawful and unfair business practices in the future.

24           PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy  
25 and/or adequate remedy at law that will end the unlawful and unfair business practices of  
26 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a  
27 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANT is restrained from continuing to engage in these  
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

7 78. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
9 Complaint.

10 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim  
11 for DEFENDANT'S willful and intentional violations of the California Labor Code and the  
12 Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately calculate  
13 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

14 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
15 policy, an employer must timely pay its employees for all hours worked.

16 81. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the  
17 commission is the minimum wage to be paid to employees, and the payment of a less wage than  
18 the minimum so fixed is unlawful.

19 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
20 including minimum wage compensation and interest thereon, together with the costs of suit.

21 83. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the  
22 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
23 work. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and  
24 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
25 CALIFORNIA CLASS.

26 84. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,  
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of  
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1 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF  
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 85. In committing these violations of the California Labor Code, DEFENDANT  
4 inaccurately calculated the correct time worked and consequently underpaid the actual time  
5 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted  
6 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of  
7 the California Labor Code, the Industrial Welfare Commission requirements and other applicable  
8 laws and regulations.

9 86. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,  
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
11 minimum wage compensation for their time worked for DEFENDANT.

12 87. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a  
14 failure to pay all earned wages.

15 88. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned  
16 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
17 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have  
18 suffered and will continue to suffer an economic injury in amounts which are presently unknown  
19 to them, and which will be ascertained according to proof at trial.

20 89. DEFENDANT knew or should have known that PLAINTIFF and the other  
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.  
22 DEFENDANT systematically elected, either through intentional malfeasance or gross  
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
24 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay  
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages  
26 for their time worked.

27 90. In performing the acts and practices herein alleged in violation of California labor  
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

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

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

### 18 **THIRD CAUSE OF ACTION**

#### 19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

22 92. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
24 Complaint.

25 93. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim  
26 for DEFENDANT'S willful and intentional violations of the California Labor Code and the  
27 Industrial Welfare Commission requirements for DEFENDANT'S failure to pay these employees  
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1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,  
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

3 94. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
4 policy, an employer must timely pay its employees for all hours worked.

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

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

12 97. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
13 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time  
14 they worked, including overtime work.

15 98. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,  
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of  
17 implementing a uniform policy and practice that failed to accurately record overtime worked by  
18 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to  
19 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,  
20 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve  
21 (12) hours in a workday, and/or forty (40) hours in any workweek.

22 99. In committing these violations of the California Labor Code, DEFENDANT  
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
24 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal  
25 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
26 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
27 regulations.

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1           100. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,  
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
3 overtime compensation for their time worked for DEFENDANT.

4           101. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
5 from the overtime requirements of the law. None of these exemptions are applicable to  
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,  
9 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on  
10 DEFENDANT’S violations of non-negotiable, non-waivable rights provided by the State of  
11 California.

12           102. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
14 a failure to pay all earned wages.

15           103. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the  
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even  
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required  
19 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT  
20 failed to accurately record and pay as evidenced by DEFENDANT’S business records and  
21 witnessed by employees.

22           104. By virtue of DEFENDANT’S unlawful failure to accurately pay all earned  
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA  
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are  
26 presently unknown to them, and which will be ascertained according to proof at trial.

27           105. DEFENDANT knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross  
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
3 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF  
4 and the other members of the CALIFORNIA CLASS the correct overtime wages for their  
5 overtime worked.

6 106. In performing the acts and practices herein alleged in violation of California labor  
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
8 and provide them with the requisite compensation, DEFENDANT acted and continues to act  
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the  
11 consequences to them, and with the despicable intent of depriving them of their property and legal  
12 rights, and otherwise causing them injury in order to increase company profits at the expense of  
13 these employees.

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

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111. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

#### **FIFTH CAUSE OF ACTION**

##### **Failure To Provide Required Rest Periods**

**(Cal. Lab. Code §§ 226.7 & 512)**

**(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

113. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT'S managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT'S failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT'S business records.

114. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest  
2 period was not provided.

3 115. As a proximate result of the aforementioned violations, PLAINTIFF and  
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,  
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

13 117. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
14 "accurate itemized" statement in writing showing:

- 15 a. Gross wages earned,  
16 b. (2) total hours worked by the employee, except for any employee whose  
17 compensation is solely based on a salary and who is exempt from payment of  
18 overtime under subdivision (a) of Section 515 or any applicable order of the  
19 Industrial Welfare Commission,  
20 c. the number of piece-rate units earned and any applicable piece rate if the employee  
21 is paid on a piece-rate basis,  
22 d. all deductions, provided that all deductions made on written orders of the employee  
23 may be aggregated and shown as one item,  
24 e. net wages earned,  
25 f. the inclusive dates of the period for which the employee is paid,  
26 g. the name of the employee and his or her social security number, except that by  
27 January 1, 2008, only the last four digits of his or her social security number of an  
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employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

118. When DEFENDANT did not accurately record PLAINTIFF's and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

119. In addition to the foregoing, DEFENDANT failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

120. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

5 121. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
7 Complaint.

8 122. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every  
11 description, whether the amount is fixed or ascertained by the standard of time,  
12 task, piece, Commission basis, or other method of calculation.  
13 (e) "Labor" includes labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the to be  
15 paid for is performed personally by the person demanding payment.

16 123. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
17 an employee, the wages earned and unpaid at the time of discharge are due and payable  
18 immediately."

19 124. Cal. Lab. Code § 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her  
21 employment, his or her wages shall become due and payable not later than 72 hours  
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention  
23 to quit, in which case the employee is entitled to his or her wages at the time of quitting.  
24 Notwithstanding any other provision of law, an employee who quits without providing a  
25 72-hour notice shall be entitled to receive payment by mail if he or she so requests and  
26 designates a mailing address. The date of the mailing shall constitute the date of payment  
27 for purposes of the requirement to provide payment within 72 hours of the notice of  
28 quitting.

29 125. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS  
30 Members' employment contract.

31 126. Cal. Lab. Code § 203 provides:

32 If an employer willfully fails to pay, without abatement or reduction, in accordance with  
33 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who  
34 quits, the wages of the employee shall continue as a penalty from the due date thereof at  
35 the same rate until paid or until an action therefor is commenced; but the wages shall not  
36 continue for more than 30 days.

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127. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated, and DEFENDANT have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

128. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

### EIGHTH CAUSE OF ACTION

## Failure To Reimburse Employees for Required Expenses

**(Cal. Lab. Code §§ 2802)**

**(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

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

131. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones, personal computers, and personal expenses incurred in the acquisition and maintenance of work uniforms all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell phones, personal computers, and personal expenses incurred in the acquisition and

1 maintenance of work uniforms to execute their essential job duties on behalf of DEFENDANT.  
2 DEFENDANT’S uniform policy, practice and procedure was to not reimburse PLAINTIFF and  
3 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell  
4 phones, personal computers, and personal expenses incurred in the acquisition and maintenance  
5 of work uniforms within the course and scope of their employment for DEFENDANTS. These  
6 expenses were necessary to complete their principal job duties. DEFENDANT is estopped by  
7 DEFENDANT’S conduct to assert any waiver of this expectation. Although these expenses were  
8 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,  
9 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS  
10 members for these expenses as an employer is required to do under the laws and regulations of  
11 California.

12 132. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
13 by her and the CALIFORNIA CLASS members in the discharge of their job duties for  
14 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the  
15 statutory rate and costs under Cal. Lab. Code § 2802.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, PLAINTIFF prays for a judgment against Defendant, jointly and  
18 severally, as follows:

19 1. On behalf of the CALIFORNIA CLASS:

- 20 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
21 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
22 b. An order temporarily, preliminarily and permanently enjoining and restraining  
23 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
24 c. An order requiring DEFENDANT to pay all overtime wages and all sums  
25 unlawfully withheld from compensation due to PLAINTIFF and the other members  
26 of the CALIFORNIA CLASS; and

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1 d. Restitutionary disgorgement of DEFENDANT’S ill-gotten gains into a fluid fund  
2 for restitution of the sums incidental to DEFENDANT’S violations due to  
3 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

4 2. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
6 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant  
7 to Cal. Code of Civ. Proc. § 382;
- 8 b. Compensatory damages, according to proof at trial, including compensatory  
9 damages for overtime compensation due to PLAINTIFF and the other members of  
10 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest  
11 thereon at the statutory rate;
- 12 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
13 the applicable IWC Wage Order;
- 14 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
15 which a violation occurs and one hundred dollars (\$100) per each member of the  
16 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding  
17 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for  
18 violation of Cal. Lab. Code § 226
- 19 e. The wages of all terminated employees from the CALIFORNIA CLASS as a  
20 penalty from the due date thereof at the same rate until paid or until an action  
21 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 22 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
23 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

24 3. On all claims:

- 25 a. An award of interest, including prejudgment interest at the legal rate;
- 26 b. Such other and further relief as the Court deems just and equitable; and

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1 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,  
2 including, but not limited to, pursuant to Labor Code § 218.5, § 226, § 246 and/or  
3 § 1194.

4  
5 DATED: July 15, 2024

**JCL LAW FIRM, APC**

6 By:   
7 Jean Claude Lapuyade  
8 Attorney for PLAINTIFF  
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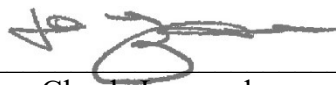
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**DEMAND FOR A JURY TRIAL**

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

DATED: July 15, 2024

**JCL LAW FIRM, APC**

By:   
Jean Claude Lapuyade  
Attorney for PLAINTIFF

EXHIBIT