

SEZGIN KHOUSADIAN LLP

ARTHUR SEZGIN, ESQ., (State Bar No. 296666)

arthur@sklaw.legal

ALISA KHOUSADIAN, ESQ., (State Bar No. 285497)

alisa@sklaw.legal

500 North Central Avenue, Suite 830

Glendale, California 91203

Phone: (818) 696-1330 | Fax: (818) 696-1331

Attorneys for PLAINTIFF **LYSA HOLLINGSWORTH**,

Individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT

LYSA HOLLINGSWORTH, an individual,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

WHITESTONE HOME FURNISHINGS,
LLC, a California limited liability company;
and DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: 26STCV14864

)

)

) [Assigned For All Purposes To: Hon. Judge Laura

) A. Seigle, Dept. 17]

)

)

) **FIRST AMENDED CLASS ACTION**

) **COMPLAINT FOR DAMAGES:**

)

) **(1) FAILURE TO PAY COMPENSATION**

) **FOR ALL HOURS WORKED**

) **(CALIFORNIA LABOR CODE §§ 216**

) **AND 1194);**

)

) **(2) FAILURE TO PAY OVERTIME**

) **COMPENSATION (CALIFORNIA**

) **LABOR CODE §510);**

)

) **(3) FAILURE TO FURNISH ACCURATE**

) **WAGE AND HOUR STATEMENTS**

) **(CALIFORNIA LABOR CODE § 226);**

)

) **(4) WAITING TIME PENALTIES**

) **(CALIFORNIA LABOR CODE §§ 201-**

) **203);**

)

)

1) (5) **FAILURE TO PROVIDE MEAL & REST**
2) **PERIODS (CALIFORNIA *LABOR CODE***
3) **§§ 226.7 and 512);**
4)
5) (6) **FAILURE TO REIMBURSE**
6) **NECESSARY BUSINESS EXPENSES**
7) **(CALIFORNIA *LABOR CODE* § 2802);**
8)
9) (7) **UNFAIR COMPETITION (CALIFORNIA**
10) ***BUSINESS & PROFESSIONS CODE* §§**
11) **17200 et seq.);**
12)
13) (8) **PRIVATE ATTORNEYS GENERAL**
14) **ACT (“PAGA”).**
15)
16) **JURY TRIAL DEMANDED**

17 COMES NOW PLAINTIFF LYSA HOLLINGSWORTH (hereinafter referred to as
18 “HOLLINGSWORTH” or “Plaintiff”), individually, and on behalf of all similarly situated
19 individuals, alleges as follows:

20 **THE PARTIES**

21 1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or
22 domiciled in the County of Los Angeles, State of California.

23 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
24 Defendant WHITESTONE HOME FURNISHINGS, LLC, a California limited liability company
25 (hereinafter referred to as “WHITESTONE” and collectively with all other Defendants as
26 “Defendants”) was, and now is, a valid business of form unknown, duly organized and existing under
27 the laws of the State of California, having its principal place of business in the County of Los
Angeles, State of California.

3. Plaintiff was employed by Defendant Whitestone as a Customer Service Representative
beginning in or around April 2025 and continuing through the time of her separation in or around
November 2025.

1 4. Plaintiff brings this action on behalf of herself and all current and former employees within
2 the State of California who, at any time during the four years prior to the filing of this lawsuit, are
3 or were employed as non-exempt, hourly employees by Defendant Whitestone.

4 5. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual,
5 or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said
6 Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to
7 assert the true names and capacities of the fictitiously named Defendants when the same have been
8 ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated
9 as "DOES" herein is legally responsible for the events, happenings, acts, occurrences, indebtedness,
10 damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to
11 the Plaintiff, as hereinafter alleged.

12 6. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named
13 herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of
14 the remaining Defendants and has acted within the course and scope of such agency and
15 employment, and with the permission and consent of the co-Defendants.

16 **JURISDICTION AND VENUE**

17 7. This Court has jurisdiction over this Action pursuant to California *Code of Civil Procedure*
18 § 410.10 and California *Business & Professions Code* § 17203. This Action is brought as a Class
19 Action on behalf of similarly situated Employees of Defendant Whitestone pursuant to California
20 *Code of Civil Procedure* § 382.

21 8. Venue as to Defendant is also proper in this judicial district pursuant to California *Code of*
22 *Civil Procedure* §§ 395 et seq. Upon information and belief, the obligations and liabilities giving
23 rise to this lawsuit occurred, at least in part, in Los Angeles County, and Defendant has employed
24 Plaintiff and other Class members in Los Angeles County during the relevant period.

9. Plaintiff is informed and believes and on that basis alleges that Defendant Whitestone is a foreign corporation registered with the California Secretary of State and maintain offices and transact business within Los Angeles County.

FACTUAL BACKGROUND

10. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendant Whitestone pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were employed by Defendant Whitestone and either were not paid by Defendant Whitestone for all hours worked despite being subject to Defendant Whitestone control (resulting in “off-the-clock” work) or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendant Whitestone failed to pay her and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

11. Plaintiff was employed by Defendant Whitestone as a Customer Service Representative beginning in or around April 2025 and continuing through the time of her separation in or around November 2025.

12. Defendant Whitestone violated California *Labor Code* §§ 512 and 226.7, as well as Industrial Welfare Commission (“IWC”) Wage Order No. Order No. 4, because it failed to provide Plaintiff and Class members a thirty-minute, uninterrupted meal period for every five (5) hours of work. Defendant Whitestone either failed to provide Plaintiff and Class members a meal period entirely, or it did not provide meal periods that were timely, complete, and uninterrupted. Defendant Whitestone did not duly compensate Plaintiff and Class members one additional hour of pay at the regular rate of compensation for each workday when one or more statutory meal periods was either

1 untimely, incomplete, and/or interrupted, or not provided entirely.

2 13. Though Defendant Whitestone purported to compensate Plaintiff and Class members for the
3 time they were forced to work during their statutory meal periods, Defendant Whitestone failed to
4 obtain a signed authorization from Plaintiff and Class members for purposes of potentially making
5 their “on duty” meal periods lawful. In support, pursuant to the Industrial Welfare Commission
6 Wage Orders, an “on duty” meal period shall be permitted only when the nature of the work prevents
7 an employee from being relieved of all duty and when by written agreement between the parties an
8 on-the- job paid meal period is agreed to. The written agreement shall state that the employee may,
9 in writing, revoke the agreement at any time. As there was no such writing or signed authorization,
10 Defendant Whitestone’s decision to force Plaintiff and Class members to take “on duty” meal
11 periods was per se unlawful.

12 14. Meal period violations thus occurred in one or more of the following manners:

13 a) Class members were not provided full thirty-minute duty free meal periods for work
14 days in excess of five hours and were not compensated one hour’s wages in lieu thereof, all
15 in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial
16 Welfare Commission Wage Order(s);

17 b) Class members were required to work through at least part of their daily meal
18 period(s);

19 c) Meal periods were provided after five hours of continuous work during a shift;

20 d) Class members were restricted in their ability to take a full thirty-minute meal period
21 and/or were otherwise required to remain under Defendant’s control during meal periods;
22 and

23 e) Class members were not provided second full thirty-minute duty free meal periods
24 for work days in excess of ten hours.

25 15. Defendant Whitestone also violated California *Labor Code* § 226.7 and IWC Wage Order
26 No. 4, because it failed to provide Plaintiff and Class members with ten-minute rest periods for
27

every four hours of work, or majority portion thereof, throughout their employment. Defendant Whitestone did not relieve Plaintiff and Class members of all their duties during said rest periods, instead directing them to continue working. It was not company policy and/or not part of the company culture for employees such as Plaintiff and Class members to take their daily rest breaks.

16. Given the heavy workload and expectation for Plaintiff and Class members to timely complete their tasks, the culture at Defendant Whitestone did not lend itself to the employees receiving statutory rest periods at which time they were relieved of all work duties. It was the normal practice and custom of Defendant Whitestone not to authorize, permit, and/or enforce statutory rest periods. As such, the work environment and culture at Defendant Whitestone was not conducive to receiving statutory rest breaks under California law. Defendant Whitestone did not pay Plaintiff and Class members one additional hour of pay at the regular rate of compensation for each workday when one or more statutory rest periods was not provided.

17. Rest period violations therefore arose in one or more of the following manners:

a) Class members were required to work without being provided a minimum ten-minute rest period for every four hours or major fraction thereof worked and were not compensated one hour of pay at their regular rate of compensation for each workday that a rest period was not provided;

b) Class members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof;

c) Class members were required to remain on duty and under Defendant Whitestone's control during rest periods or otherwise had their rest periods interrupted by work demands.

18. In further violation of the California Labor Code, by virtue of its failure to provide Plaintiff and Class members uninterrupted meal periods, or "on duty" meal periods that were in compliance with the Labor Code and IWC Wage Order, Defendant Whitestone failed to compensate Plaintiff and Class members with the minimum wages to which they were entitled for work performed and, as such, did not compensate Plaintiff and Class members for all hours worked at the minimum wage

rate pursuant to California *Labor Code* §§ 1194, 1197, and 1197.1.

19. As a further result, Defendant Whitestone violated California *Labor Code* § 510, because it failed to compensate Plaintiff and Class members overtime compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week. Plaintiff and Class members' actual work hours entitled them to overtime compensation (daily and/or weekly). However, they were not paid accurately and fully for their overtime hours.

20. Moreover, any incentive and/or bonus payments were not included in calculating Plaintiff and others' regular rate of pay for purposes of determining the correct overtime rate of pay.

21. As a further result of the violations discussed herein, Defendant Whitestone failed to compensate Plaintiff and Class members all wages due to them within any time period specified by California *Labor Code* § 204.

22. Defendant Whitestone was also in violation of California *Labor Code* § 226(a) by failing to timely provide and/or include pertinent information on Plaintiff and Class members' wage statements including, but not limited to the name and address of the legal entity that is the employer, all hours worked (regular and overtime), gross wages earned, net wages earned, all applicable hourly rates, all deductions, premium pay for missed, untimely, incomplete, and/or interrupted meal and rest periods, and reimbursement for any business-related expenses incurred, among other information.

23. By virtue of the violations discussed herein, Defendant Whitestone failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and Class members pursuant to California *Labor Code* § 1174(d).

24. Defendant Whitestone also violated California *Labor Code* §§ 201-202 because it willfully failed to pay to Plaintiff Class members earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay for missed, untimely, incomplete, and/or interrupted meal and rest periods, and reimbursement

1 for any work-related expenses incurred.

2 25. From at least four years prior to the filing of this lawsuit and continuing to the present,
3 Defendant Whitestone has also consistently violated Labor Code § 221 by unlawfully collecting or
4 deducting the Employees' earned wages, including by requiring off the clock work during breaks
5 and before and after work shifts and by miscalculating the regular rate and accordingly underpaying
6 overtime wages and meal and rest break premiums. By not compensating Employees for all hours
7 worked at the correct rates, Defendant Whitestone unlawfully deducted wages earned by and owed
8 to Plaintiff and the Class members, in violation of Labor Code § 221.

9 26. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the
10 present, Defendant Whitestone regularly required Plaintiff and the Class members to incur necessary
11 business expenses in the course of performing their required job duties without reimbursement.
12 Plaintiff and the Class members were required to use their own personal cellphone for work-related
13 communications. Class members must be reimbursed for these necessary business expenses under
14 Labor Code § 2802, and Defendant Whitestone systematically failed to do so.

15 27. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant
16 to, inter alia, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511,
17 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2802, 2810.3, and
18 California Code of Regulations, Title 8, section 11000 et seq.

19 28. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the
20 Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendant
21 Whitestone has enjoyed from their violations of Labor Code and the other unfair, unlawful, or
22 fraudulent practices alleged in this Complaint.

23 29. As the employers or joint employers of Plaintiff and the other Employees, Defendants, and
24 each of them, exercised control over the wages, hours or working conditions of Employees, created
25 and implemented the policies and practices that governed the employment of Plaintiff and the Class
26 Members and dictated their job duties and responsibilities, or otherwise suffered or permitted
27

1 Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a
2 common law employment relationship with the Employee Class Members. Therefore, Defendants,
3 and each of them, employed or jointly employed the Employee Class Members.

4 **CLASS ACTION ALLEGATIONS**

5 30. Plaintiff brings this class action on behalf of herself, and all others similarly situated pursuant
6 to *Code of Civil Procedure* § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class
7 members”) defined as follows: “All individuals employed by Defendant Whitestone at any time
8 during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
9 determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly
10 employees within the State of California.” This includes salespeople, sales agents, customer service
11 representatives, administrative employees, and those employed in similar and related positions in
12 connection to the services provided to Defendant Whitestone’s customers throughout California.
13 Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

14 a) Subclass 1. Minimum Wages Subclass: All Class members who were not
15 compensated for all hours worked for Defendant Whitestone at the applicable minimum
16 wage.

17 b) Subclass 2. Wages and Overtime Subclass: All Class members who were not
18 compensated for all hours worked for Defendant Whitestone at the required rates of pay,
19 including for all hours worked in excess of eight in a day and/or forty in a week.

20 c) Subclass 3. On-Call Subclass: All Class members who were not compensated for all
21 hours worked for Defendant Whitestone at the required rates of pay, including for all hours
22 worked in excess of eight in a day and/or forty in a week while they were on-call.

23 d) Subclass 4. Meal Period Subclass: All Class members who were subject to Defendant
24 Whitestone’s policy and/or practice of failing to provide unpaid 30-minute uninterrupted and
25 duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu
26 thereof.

1 e) Subclass 5. Rest Break Subclass: All Class members who were subject to Defendant
2 Whitestone's policy and/or practice of failing to authorize and permit Employees to take
3 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major
4 fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in
5 lieu thereof.

6 f) Subclass 6. Wage Statement Subclass: All Class members who, within the applicable
7 limitations period, were not provided with accurate itemized wage statements.

8 g) Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass: All Class
9 members who were subject to Defendant Whitestone's policy and practice of not timely
10 paying all wages earned when they were due and payable at least twice monthly.

11 h) Subclass 8. Termination Pay Subclass: All Class members who, within the applicable
12 limitations period, either voluntarily or involuntarily separated from their employment and
13 were subject to Defendant Whitestone's policy and/or practice of failing to timely pay wages
14 upon termination.

15 i) Subclass 9. Payroll Records Subclass: All Class members who were subject to
16 Defendant Whitestone's policy and/or practice of failing to keep accurate time and wage
17 records as required by California wage-and-hour laws.

18 j) Subclass 10. Unauthorized Deductions from Wages Subclass: All Class members
19 who were subject to Defendant Whitestone's policy and/or practice of deducting wages
20 earned from their pay, including by requiring off the clock work.

21 k) Subclass 11. Expense Reimbursement Subclass: All Class members who incurred
22 necessary and reasonable expenses in connection with performing their job duties for
23 Defendant Whitestone's and who were subject to a policy and/or practice under which such
24 expenses were not reimbursed.

1 l) Subclass 12. UCL Subclass: All Class members who are owed restitution as a result
2 of Defendant Whitestone's business acts and practices, to the extent such acts and practices
3 are found to be unlawful, deceptive, and/or unfair.

4 31. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class
5 description with greater particularity or to provide further division into subclasses or limitation to
6 particular issues. To the extent equitable tolling operates to toll claims by the Class against
7 Defendant Whitestone, the Class Period should be adjusted accordingly.

8 32. Defendant Whitestone, as a matter of company policy, practice and procedure, and in
9 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
10 requirements, and the applicable provisions of California law, intentionally, knowingly, and
11 willfully, engaged in a practice whereby Defendant Whitestone failed to correctly calculate and pay
12 compensation for the time worked by Plaintiff and the other members of the Class, even though
13 Defendant Whitestone enjoyed the benefit of this work, required Employees to perform this work
14 and permitted or suffered to permit this work. Defendant Whitestone has uniformly denied these
15 Class members wages to which these employees are entitled, and failed to provide meal periods or
16 authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

17 33. This action has been brought and may properly be maintained as a class action under the
18 provisions of *Code of Civil Procedure* § 382 because there is a well-defined community of interest
19 in this litigation and the proposed Class is easily ascertainable from the employment records for
20 Plaintiff and the Class members that Defendant Whitestone is required to maintain under California
21 law.

22 **A. Numerosity**

23 34. The potential members of the Class as defined are so numerous that joinder of all the Class
24 members is impracticable. While the precise number of Class member has not been determined at
25 this time, Plaintiff is informed and believes that Defendant Whitestone employs or, during the time
26 period relevant to this lawsuit employed, hundreds of Employees who satisfy the Class definition
27

1 within the State of California. Plaintiff alleges that Defendant Whitestone's employment records
2 will provide information as to the number and location of all Class members.

3 **B. Commonality**

4 35. There here are questions of law and fact common to the Class that predominate over any
5 questions affecting only individual Class members. The common questions are numerous and
6 substantial and flow from Defendant Whitestone's uniform policies and/or practices violating the
7 California Labor Code addressed above. As such, these common questions predominate over
8 individual questions concerning each individual Class Member's showing as to his or her eligibility
9 for recovery or as to the amount of damages. These common questions of law and fact include:

- 10 a) Whether Defendant Whitestone failed to pay Employees minimum wages;
- 11 b) Whether Defendant Whitestone failed to pay Employees overtime as required under
12 Labor Code § 510;
- 13 c) Whether Defendant Whitestone violated Labor Code § 1194 by failing to compensate
14 all Employees during the relevant time period for all hours worked, whether regular or
15 overtime;
- 16 d) Whether Defendant Whitestone failed to compensate Employees for on-call time;
- 17 e) Whether Defendant Whitestone violated Labor Code §§ 226.7 and 512, and the
18 applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods
19 or premium pay in lieu thereof;
- 20 f) Whether Defendant Whitestone violated Labor Code §§ 226.7, and the applicable
21 IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks,
22 or provide premium pay in lieu thereof;
- 23 g) Whether Defendant Whitestone's conduct was willful;
- 24 h) Whether Defendant Whitestone violated Labor Code § 226(a) by providing
25 Employees with inaccurate wage statements and wage statements that omitted many of the
26 Section 226(a) requirements;
- 27

- i) Whether Defendant Whitestone violated Labor Code § 226 and § 1174 and §1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- j) Whether Defendant Whitestone violated Labor Code §§ 1174 and 1174.5;
- k) Whether Defendant Whitestone violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- l) Whether Defendant Whitestone violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- m) Whether Defendant Whitestone violated Labor Code § 221;
- n) Whether Defendant Whitestone violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o) Whether Defendant Whitestone violated Business and Professions Code § 17200 et seq.; and
- p) Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.

C. Typicality

36. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendant Whitestone's common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations she was required to endure are typical of those of the other Class members.

D. Adequacy of Representation

37. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

1 **E. Superiority of Class Action**

2 38. A class action is superior to other available means for the fair and efficient adjudication of
3 this controversy. Individual joinder of all Employees is not practicable, and questions of law and
4 fact common to all Employees predominate over any questions affecting only individual Employees.
5 Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendant
6 Whitestone's illegal policies or practices of failing to compensate Employees properly.

7 39. As to the issues raised in this case, a class action is superior to all other methods for the fair
8 and efficient adjudication of this controversy, as joinder of all Class members is impracticable and
9 many legal and factual questions to be adjudicated apply uniformly to all Class members. Further,
10 as the economic or other loss suffered by vast numbers of Class members may be relatively small,
11 the expense and burden of individual actions makes it difficult for the Class members to individually
12 redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action
13 is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity
14 is achieved. There will be relatively little difficulty in managing this case as a class action, and
15 proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they
16 endured which they would otherwise be foreclosed from receiving in a multiplicity of individual
17 lawsuits that would be cost prohibitive to them.

18 40. Class action treatment will allow those persons similarly situated to litigate their claims in
19 the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
20 unaware of any difficulties in managing this case that should preclude class treatment. Plaintiff
21 contemplates the eventual issuance of notice to the proposed Class members that would set forth the
22 subject and nature of the instant action. Defendant Whitestone's own business records can be utilized
23 for assistance in the preparation and issuance of the contemplated notices. To the extent that any
24 further notice is required additional media and/or mailings can be used.

25 41. Defendant Whitestone, as a prospective and actual employer of the Employees in the Class,
26 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
27

1 Defendant Whitestone's pay practices, policies and working conditions imposed upon the similarly
2 situated Employees as well as the effect of any alleged arbitration agreements that may have been
3 forced upon them. In addition, Defendant Whitestone knew they possessed special knowledge about
4 pay practices and policies, most notably intentionally refusing to pay for all hours actually worked
5 which should have been recorded in Defendant Whitestone's pay records and the consequence of
6 the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

7 42. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to
8 all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any
9 discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of trial by
10 jury, to collectively organize and oppose unlawful pay practices under California law as well as
11 obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes
12 of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

13 **I.**

14 **FIRST CAUSE OF ACTION**

15 **Failure to Pay Compensation For All Hours Worked**

16 **[California Labor Code §§ 216 and 1194]**

17 **Against All Defendants & DOES 1 through 100, Inclusive**

18 43. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
19 Complaint as though duly set forth in full herein.

20 44. Defendant Whitestone failed to pay Employees minimum wages for all hours worked.
21 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
22 would work hours and not receive wages, including as alleged above in connection with working
23 during their legally mandated meal periods. Defendant Whitestone's uniformly applied policies
24 required systematic unpaid work and underpayment of all wages owed to Employees over a period
25 of time, while benefiting Defendant Whitestone.

1 45. During the relevant time period, Defendants thus regularly failed to pay minimum wages to
2 Plaintiff and the Class members. To the extent any local wage ordinances were also applicable to
3 paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply
4 with the local wage ordinances. Defendant Whitestone's uniform pattern of unlawful wage and hour
5 practices manifested, without limitation, applicable to the Class as a whole, as a result of
6 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the
7 other Class members as to minimum wage pay.

8 46. In California, employees must be paid at least the applicable state minimum wage for all
9 hours worked, including under *Labor Code* § 1197, IWC Wage Order MW-2014, and paragraphs
10 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California *Labor*
11 *Code* § 204, other applicable laws and regulations, and public policy, an employer must timely pay
12 its employees for all hours worked. Defendant Whitestone failed to do so.

13 47. California *Labor Code* § 1197, titled "Pay of Less Than Minimum Wage," states: "The
14 minimum wage for employees fixed by the commission is the minimum wage to be paid to
15 employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable
16 minimum wage rate fixed by the commission for work during the relevant period is found in the
17 Wage Orders.

18 48. The minimum wage provisions of California Labor Code are enforceable by private civil
19 action pursuant to *Labor Code* § 1194(a) which states: "Notwithstanding any agreement to work
20 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
21 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
22 of the full amount of this minimum wage or overtime compensation, including interest thereon,
23 reasonable attorney's fees and costs of suit."

24 49. As described in California *Labor Code* §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
26 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
27

1 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
2 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
3 the absence of a contractually agreed upon one.

4 50. In committing these violations of the California Labor Code, Defendant Whitestone
5 inaccurately recorded, or required Plaintiff and the Class members to input times that did not reflect
6 their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time
7 worked by Plaintiff and other members of the Class. Defendant Whitestone acted in an illegal
8 attempt to avoid the payment of all earned wages in violation of the California Labor Code, the
9 Industrial Welfare Commission requirements and other applicable laws and regulations. As a result
10 of these violations, Defendant Whitestone also failed to timely pay all wages earned in accordance
11 with California *Labor Code* § 1194.

12 51. Pursuant to California *Labor Code* § 1194.2, Plaintiff and Class members are also entitled
13 to the following remedies: “In any action under Section 1194 . . . to recover wages because of the
14 payment of a wage less than the minimum wages fixed by an order of the commission, an employee
15 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
16 and interest thereon.”

17 52. In addition to restitution for all unpaid wages, pursuant to California *Labor Code* § 1197.1,
18 Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure to
19 timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
20 employee minimum wages.

21 53. Defendants have the ability to pay minimum wages for all time worked and have willfully
22 refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness
23 with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

24 54. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
25 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
26 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
27

1 fees and costs of suit pursuant to California *Labor Code* § 1194(a). Plaintiff and the other members
2 of the Class further request recovery of all unpaid wages, according to proof, interest, statutory
3 costs, as well as the assessment of any statutory penalties against Defendant Whitestone, in a sum
4 as provided by the California Labor Code and/or other applicable statutes. To the extent minimum
5 wage compensation is determined to be owed to the Class members who have terminated their
6 employment, Defendant Whitestone's conduct also violates *Labor Code* §§ 201 and/or 202, and
7 therefore these individuals are also be entitled to waiting time penalties under California *Labor*
8 *Code* § 203, which penalties are sought herein on behalf of these Class members. Defendant
9 Whitestone's failure to timely pay all wages owed also violated Labor Code § 204 and resulted in
10 violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements.
11 Defendant Whitestone's conduct as alleged herein was willful, intentional, and not in good faith.
12 Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

13 **II.**

14 **SECOND CAUSE OF ACTION**

15 **Failure to Pay Overtime Compensation**

16 **[California *Labor Code* § 510]**

17 **Against All Defendants & DOES 1 through 100, Inclusive**

18 55. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
19 Complaint as though duly set forth in full herein.

20 56. California *Labor Code* § 1194 provides that "any employee receiving less than the legal
21 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
22 in a civil action the unpaid balance of the full amount of this minimum wage or overtime
23 compensation including interest thereon, reasonable attorney's fees, and costs of suit." The action
24 may be maintained directly against the employer in an employee's name without first filing a claim
25 with the Division of Labor Standards and Enforcement.
26
27

57. By its conduct, as set forth herein, Defendant Whitestone violated *Labor Code* §§ 510 and 1194 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

58. Defendant Whitestone had a consistent policy of not paying Employees wages for all hours worked, including by unlawful deductions, by under-reporting actual hours worked, and by requiring Employees to do so as well. Defendant Whitestone has also failed to include all forms of remuneration in the regular rate of pay used to calculate and pay overtime, and failed to begin paying overtime when it was incurred due to the off the clock work.

59. Defendant Whitestone thus had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendant Whitestone, and each of them, has intentionally and improperly caused Employees to work during their legally mandated meal periods to avoid paying Plaintiff and the Class members all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendant Whitestone violated these provisions by requiring Plaintiff and other similarly situated non- exempt employees to work through meal periods or remain under Defendant Whitestone's control when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties and respond to demands from customers and managers.

60. Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendant Whitestone did not make available to Employees a reasonable

1 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
2 time entries or those that Defendant Whitestone unlawfully under-recorded to the Employee's
3 detriment. Defendant Whitestone also violated these provisions by requiring Plaintiff and other
4 similarly situated Class members to work through meal periods when they were required to be
5 clocked out or to otherwise work off the clock to complete their daily job duties.

6 61. Defendant Whitestone's failure to pay Plaintiff and the Class members the unpaid balance
7 of regular wages owed and overtime compensation for all hours worked, as required by California
8 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
9 IWC Wage Order, and is therefore unlawful. Defendant Whitestone also failed to correctly calculate
10 the regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

11 62. To whatever extent Defendant Whitestone paid bonuses and any other form of
12 remuneration, besides their regular hourly rate to Plaintiff and the Class members, Defendant
13 Whitestone failed to include it in the regular hourly rate used to calculate and pay the overtime that
14 Defendant Whitestone did pay.

15 63. Additionally, *Labor Code* § 558(a) provides "any employer or other person acting on behalf
16 of an employer who violates, or causes to be violated, a section of this chapter or any provisions
17 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
18 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period
19 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
20 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
21 for each pay period for which the employee was underpaid in addition to an amount sufficient to
22 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
23 employee." Labor Code § 558(c) states, "the civil penalties provided for in this section are in
24 addition to any other civil or criminal penalty provided by law." Defendant Whitestone violated
25 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
26 Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code § 558.
27

64. Defendant Whitestone’s failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendant Whitestone failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

65. Additionally, under *Labor Code* § 1199(a)-(c), it is a misdemeanor and Defendant Whitestone is subject to a fine of not less than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission” or if the employer pays “a wage less than the minimum fixed by an order of the commission” or “violates...any provision of this chapter or any order or ruling of the commission.”

66. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendant Whitestone is liable to Plaintiff and the employee Class Members for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendant Whitestone, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

III.

THIRD CAUSE OF ACTION

Failure to Furnish Accurate Wage and Hour Statements

[California *Labor Code* § 226]

Against All Defendants & DOES 1 through 100, Inclusive

67. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

68. California *Labor Code* § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

69. Defendant Whitestone failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendant Whitestone failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendant Whitestone knew or reasonably should have known were owed to the Employees, as alleged above.

70. Throughout the liability period, Defendant Whitestone intentionally failed to furnish to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such timely and accurate wage and hour statements.

71. Therefore, as a direct and proximate cause of Defendant Whitestone's violation of *Labor Code* § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

72. Pursuant to *Labor Code* §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys' fees.

IV.

FOURTH CAUSE OF ACTION

Failure to Pay Waiting Time Penalties

[California *Labor Code* § 203]

Against All Defendants & DOES 1 through 100, Inclusive

73. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

74. Plaintiff and numerous Class members are no longer employed by Defendant Whitestone – they either quit Defendant Whitestone's employ or were fired therefrom.

75. Defendant Whitestone failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

76. The wages withheld from these Employees by Defendant Whitestone remained due and owing for more than thirty days from the date of separation from employment.

1 77. Defendant Whitestone thus failed to pay Plaintiff and the Class members without abatement,
2 all wages as defined by applicable California law. Among other things, these Employees were not
3 paid all regular and overtime wages, including by Defendant Whitestone failing to pay for all hours
4 worked or requiring off the clock work or by unlawfully under-recording time entries to the
5 detriment of Employees, and Defendant Whitestone failed to pay premium wages owed for
6 unprovided meal periods and rest periods, as further detailed in this Complaint. Defendant
7 Whitestone's failure to pay said wages within the required time was willful within the meaning of
8 Labor Code § 203.

9 78. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are
10 required "to pay each employee, on the established payday for the period involved, not less than
11 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §
12 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under
13 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may
14 therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of
15 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
16 Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants
17 are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than
18 those fixed, or under conditions of labor prohibited by an order of the commission" or if the
19 employer pays "a wage less than the minimum fixed by an order of the commission" or
20 "violates...any provision of this chapter or any order or ruling of the commission."

21 79. Defendant Whitestone's failure to pay wages, as alleged, entitles Plaintiff and these former
22 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
23 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
24 shall continue until paid for up to thirty (30) days from the date they were due.

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V.

FIFTH CAUSE OF ACTION

Failure to Provide Meal and Rest Periods

[California *Labor Code* §§ 226.7 and 512]

Against All Defendants & DOES 1 through 100, Inclusive

80. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

81. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to *Labor Code* § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

82. Defendant Whitestone failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to otherwise remain under Defendant Whitestone's control during meal periods, or Defendant Whitestone provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements to perform off the clock work and remain under Defendant Whitestone's control. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

83. Defendant Whitestone thus failed to provide Plaintiff and the Class members with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes, or by requiring them to perform work during breaks.

84. Moreover, Defendant Whitestone failed to compensate Employees for each meal period not provided or inadequately provided, as required under *Labor Code* § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As detailed above, on the occasions when Defendant Whitestone did pay any meal period premiums, they upon information and belief underpaid them by miscalculating the regular rate of compensation by not including all forms of remuneration in it. Defendants thus failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under *Labor Code* § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

85. *Labor Code* §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four (4) work hours.

86. Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendant Whitestone to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive four hour shift, and Defendant Whitestone failed to provide Employees with timely rest breaks of not less than ten minutes for each consecutive four hour shifts. Defendant Whitestone made no effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees were often required to work or to otherwise remain under Defendant Whitestone's control during rest periods, including by responding to work requirements, being prohibited from leaving the worksites, and receiving them untimely.

87. *Labor Code* §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this section, the

1 employer shall pay the employee one hour of pay at the employee's regular rate of compensation
2 for each workday that the rest period is not provided. Defendant Whitestone failed to do so.
3 Defendant Whitestone, and each of them, have intentionally and improperly denied rest periods to
4 Plaintiff and the Class members in violation of *Labor Code* §§ 226.7 and 512 and paragraph 12 of
5 the applicable IWC Wage Orders. Defendant Whitestone failed to authorize and permit Plaintiff
6 and the Class members to take rest periods, as required by the Labor Code. Moreover, Defendant
7 Whitestone did not compensate Employees with an additional hour of pay at each Employee's
8 hourly rate for each day that Defendant Whitestone failed to provide them with adequate rest breaks,
9 as required under *Labor Code* § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
10 Orders. To the extent Defendant Whitestone paid any rest break premiums, they upon information
11 and belief, underpaid them by miscalculating the regular rate of compensation by not including all
12 forms of remuneration in it. Defendant Whitestone thus failed to compensate the Employees in the
13 Class for each rest period not provided or inadequately provided, as required under *Labor Code* §
14 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

15 88. Therefore, pursuant to *Labor Code* § 226.7 and paragraphs 11 and 20 of the applicable IWC
16 Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour of
17 wages at their effective hourly rates of pay for each meal period not provided or deficiently
18 provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against
19 the Defendant Whitestone, and each of them, in a sum as provided by the Labor Code and other
20 statutes and applicable IWC Wage Order paragraphs.

21 89. Employees are also entitled to damages in an amount equal to one hour of wages at their
22 effective hourly rates of pay for each day worked without the required rest breaks, a sum to be
23 proven at trial, as well as the assessment of any statutory penalties against Defendant Whitestone,
24 and each of them, in a sum as provided by the Labor Code and/or other statutes.

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26 ///

1 VI.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Reimburse Necessary Business Expenses**

4 **[California *Labor Code* § 2802]**

5 **Against All Defendants & DOES 1 through 100, Inclusive**

6 90. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 91. Plaintiff is informed and believes and based thereon alleges that throughout the period
9 applicable, Defendant Whitestone required Plaintiff and the Class members to pay for necessary
10 work related expenses they incurred. Plaintiff and the Class members were required to use their
11 own personal cellphone for work-related communications.

12 92. Cal. *Labor Code* § 2802 provides: “An employer shall indemnify his or her employee for
13 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
14 of his or her duties, or of his or her obedience to the directions of the employer . . . [which includes]
15 all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee
16 enforcing the rights granted by this section.”

17 93. Defendant Whitestone thus followed a uniform policy and practice of failing to reimburse
18 Employees for these necessary work related expenses or losses incurred in direct discharge of their
19 job duties during employment with Defendant Whitestone and at the direction of the Defendant
20 Whitestone pursuant to *Labor Code* § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

21 94. Defendant Whitestone’s knowing and willful failure to reimburse lawful necessary work
22 related expenses and losses to Plaintiff and the Class members resulted in damages because, among
23 other things, Defendant Whitestone did not inform employees of their right to be reimbursed for
24 those work related expenses. As Defendant Whitestone failed to inform and misled Plaintiff and
25 the Class members with regard to their rights, Plaintiff and the Class members were led to believe
26 that incurring those lawful and necessary expenses was an expected and essential function of their
27

1 employment with Defendant Whitestone and that failure to incur those expenses would have
2 adverse consequences on their employment.

3 95. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and all
4 necessary work related expenses, as provided for in *Labor Code* § 2802(b) and paragraph 9 of the
5 applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed
6 by Defendant Whitestone, as well as accrued interest on those expenses that were not reimbursed
7 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
8 Class members are entitled to costs and attorney's fees pursuant to *Labor Code* § 2802(c).

9 **VII.**

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of the Unfair Competition Law**

12 **[California *Business & Professions Code* §§ 17200, et seq.]**

13 **Against All Defendants & DOES 1 through 100, Inclusive**

14 96. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
15 Complaint as though duly set forth in full herein.

16 97. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings this
17 claim pursuant to *Business & Professions Code* § 17200 et seq. The conduct of Defendant
18 Whitestone as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful
19 to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public
20 interest within the meaning of *Code of Civil Procedure* § 1021.5.

21 98. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204, have
22 suffered injury, and therefore have standing to bring this cause of action for injunctive relief,
23 restitution, and other appropriate equitable relief.

24 99. *Business & Professions Code* § 17200 et seq. prohibits unlawful and unfair business
25 practices. By the conduct alleged herein, Defendant Whitestone's practices were deceptive and
26 fraudulent in that Defendant Whitestone's policy and practice failed to provide the required amount
27

of compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for all hours worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements in violation of California *Business and Professions Code* §§ 17200, et seq., and for which this Court should issue injunctive and equitable relief, pursuant to California *Business & Professions Code* § 17203, including restitution of wages wrongfully withheld.

100. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

101. Defendant Whitestone violated statutes and public policies. Through the conduct alleged in this Complaint Defendant Whitestone acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of *Business & Professions Code* § 17200 et seq.; which conduct has deprived Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

102. Defendant Whitestone's conduct, as alleged above, constitutes unfair competition in violation of the *Business & Professions Code* § 17200 et seq. Defendant Whitestone, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore, their conduct violates the *Business & Professions Code* § 17200 et seq.

103. By the conduct alleged herein, Defendant Whitestone engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California *Business & Professions Code* § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

104. As a proximate result of the above-mentioned acts of Defendant Whitestone, Employees have been damaged, in a sum to be proven at trial.

105. Unless restrained by this Court, Defendant Whitestone will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendant Whitestone or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees' money Defendant Whitestone has unlawfully failed to pay.

VIII.

EIGHTH CAUSE OF ACTION

Violation of the Private Attorneys General Act ("PAGA")

[California Labor Code §§ 2698 et seq.]

Against All Defendants & DOES 1 through 100, Inclusive

106. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

107. On or about December 8, 2025, Plaintiff provided the required written notice to the Labor & Workforce Development Agency ("LWDA") and Defendants of the specific violations of the

California Labor Code that Defendants and DOES 1-100 are alleged to have violated and continue to violate.

108. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA within 65 days of the postmark date of the notices to the LWDA.

109. Plaintiff therefore exhausted all administrative remedies required of her under California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' alleged violations of the Labor Code.

110. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

111. Plaintiff is an "aggrieved employee" because she was employed by the alleged violators and had the alleged violations committed against her and is therefore properly suited to represent the interests of other current and former employees who worked for Defendants and DOES 1 through 100 in the State of California during the PAGA period.

112. Based on the acts alleged above, Plaintiff, on behalf of herself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of Defendants' alleged violations of the California Labor Code, as alleged herein.

113. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual and/or victim-specific relief under this cause of action.

114. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698, 2802, and 2699, any other Labor Code provisions and Wage Orders violated on the facts alleged in this Complaint.

115. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for judgment against Defendants as follows:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for shifts where no on-call pay was paid from at least four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
9. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

10. For restitution and/or damages and penalties for Defendant Whitestone's failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
12. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq., including disgorgement or profits, as may be proven;
15. For an order enjoining Defendant Whitestone and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
16. For the imposition of civil penalties against Defendants;
17. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;
18. For reasonable attorney's fees against Defendants where available by law, including but not limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil Procedure* § 1021.5, and/or other applicable laws; and
19. For other wages and penalties under the Labor Code as may be proven;
20. For all general, special, and incidental damages as may be proven;
21. For an award of pre-judgment and post-judgment interest;
22. For an award providing for the payment of the costs of this suit;
23. For an award of attorneys' fees; and

24. For such other and further relief as this Court may deem proper and just.

Dated: June 2, 2026

SEZGIN KHOUSADIAN LLP

By: Arthur Sezgin
ARTHUR SEZGIN, ESQ.
Attorneys for PLAINTIFF
LYSA HOLLINGSWORTH, individually
and on behalf of all others similarly situated

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 years and not a party to the within action. My business address is 500 North Central Avenue, Suite
5 830, Glendale, California 91203.

6 On **June 2, 2026**, I served a true copy of the following document described as **FIRST**
7 **AMENDED CLASS ACTION COMPLAINT** to the following interested parties in this action:

8 Lauren J. Katunich, Esq.
9 Raines Feldman Littrell LLP
10 1900 Avenue of the Stars, 19th Floor
11 Los Angeles, California 90067
12 lkatunich@raineslaw.com

13 **BY MAIL:** I enclosed the document(s) in a sealed envelope/package addressed to the
14 addressee(s) designated and placed it for mailing, following our ordinary business practices.
15 I am readily familiar with the mailing practice of my place of employment in respect to the
16 collection and processing of correspondence and pleadings for mailing. It is deposited with
17 the United States Postal Service on that same day in the ordinary course of business with
18 postage fully prepaid.

19 **X** **BY EMAIL:** On the above date, I emailed said document(s) to the addressee(s).

20 **BY HAND DELIVERY:** On the above date, I delivered such envelope(s) by hand to
21 the addressee(s).

22 **BY FEDERAL EXPRESS/OVERNIGHT:** I caused such envelope(s) to be delivered
23 via Federal Express Overnight to the addressee(s) designated.

24 **BY FACSIMILE TRANSMISSION:** From fax number (818) 696-1331 to the fax
25 number(s) listed and/or on the attached service list. No error was reported when processed.

26 **X** **(STATE) I declare under the penalty of perjury under the laws of the**
27 **State of California that the foregoing is true and correct.**

 (FEDERAL) I declare under the penalty of perjury that the foregoing is
true and correct, and that I am employed at the office of a member of the
bar of this Court at whose direction the service was made.

Executed on **June 2, 2026**, at Los Angeles, California.

/s/ Jasmine Herrera
Jasmine Herrera