

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Nicole Noursamadi, Esq. FIRM NAME: Zakay Law Group, APLC STREET ADDRESS: 3110 Camino Del Rio S, Suite 308 CITY: San Diego TELEPHONE NO.: (619) 255-9047 EMAIL ADDRESS: esbeidy@zakaylaw.com ATTORNEY FOR (name): Plaintiff Maria Rincon STATE BAR NUMBER: 357246 STATE: CA ZIP CODE: 92108 FAX NO.:	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Ventura 08/12/2026 K. Bieker Executive Officer and Clerk By:  Deputy Clerk Ashley Pekarek
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 800 South Victoria Avenue MAILING ADDRESS: 800 South Victoria Avenue CITY AND ZIP CODE: CA 93009 BRANCH NAME: Courthouse Hall of Justice	
CASE NAME: Maria Rincon v. Los Arboles Harvesting, Inc., et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 2026CUOE071332	
JUDGE: DEPT.:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Asbestos

- ☐ Asbestos (04)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/Unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☒ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Employment Development Department (EDD)

- ☐ EDD decision review (48)

**Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.404)**

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Comprehensive groundwater adjudication (47)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (*not specified above*) (43)



2. Is this case complex under rule 3.400 of the California Rules of Court? ☒ Yes ☐ No

If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 c. ☒ Substantial amount of documentary evidence
 d. ☒ Large number of witnesses
 e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*):
 a. ☒ monetary
 b. ☒ nonmonetary; declaratory or injunctive relief
 c. ☐ punitive
4. Number of causes of action (*specify*): VIOLATION OF CA BUS. & PROF. CODE §§ 17200, et seq., et al.
5. Is this case a class action suit? ☒ Yes ☐ No
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: August 12, 2026

Nicole Noursamadi, Esq.

(TYPE OR PRINT NAME)



Nicole Noursamadi

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 of the California Rules of Court or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on pages 1 and 2. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 of the California Rules of Court is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$35,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

SEE PAGE 3 FOR INFORMATION PURPOSES ONLY.



CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/
Wrongful Death
Uninsured Motorist (46) *(if the case involves
an uninsured motorist claim subject to
arbitration, check this item instead of Auto)*

Asbestos

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death

Other PI/PD/WD (Personal Injury/**Property Damage/Wrongful Death) Tort**

Product Liability *(not asbestos or toxic/
environmental)* (24)
Medical Malpractice (45)
Medical Malpractice–Physicians &
Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g.,
assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest)
(not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not
medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not
unlawful detainer or wrongful eviction)*
Contract/Warranty Breach–Seller Plaintiff
(not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book
accounts) (09)
Collections Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally
complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent
domain, landlord-tenant, or
foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs,
check this item; otherwise, report as
Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition re Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case
Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Employment Development Department (EDD)

EDD Decision Review (48) *(if the case
involves an Employment Development
Department decision, check this item
instead of Wrongful Termination or Other
Employment)*

Provisionally Complex Civil Litigation (Cal.**Rules of Court, rules 3.400–3.403)**

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Comprehensive Groundwater Adjudication
(47)
Insurance Coverage Claims *(arising from
provisionally complex case type listed
above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic
relations)*
Sister-State Judgment
Administrative Agency Award *(not unpaid
taxes)*
Petition/Certification of Entry of Judgment
on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only Injunctive Relief
Only *(non-harassment)*
Mechanic's Lien
Other Commercial Complaint Case *(non-
tort/non-complex)*
Other Civil Complaint *(non-tort/non-
complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

MARIA RINCON, an individual, on behalf of
Plaintiff, and on behalf of all persons similarly
situated,

Plaintiff,

v.

LOS ARBOLES HARVESTING, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 2026CJ0E071332

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;
- 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;

ELECTRONICALLY FILED

Superior Court of California
County of Ventura

08/12/2026

K. Bieker

Executive Officer and Clerk

By:  Deputy Clerk

Ashley Pekarek

9) FAILURE TO PERMIT INSPECTION OF
EMPLOYEE RECORDS IN VIOLATION
OF CAL. LAB. CODE §§ 226, 432, 1198.5
AND THE APPLICABLE IWC WAGE
ORDER.

DEMAND FOR A JURY TRIAL

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

PRELIMINARY ALLEGATIONS

1. Defendant LOS ARBOLES HARVESTING, INC. (“DEFENDANT” and/or
“DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted
and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS own and operate an agriculture business in California, including in
the County of Ventura, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from March of 2025
to August of 2025, 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 reserves the right to seek leave to amend this complaint to add new
Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
American Savings and Loan Association (1971) 5 Cal.3d 864, 872, and other applicable law.

5. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
class, defined as all persons who are or previously were employed by DEFENDANTS 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).

1 6. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
3 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully
4 compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an
5 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
6 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
7 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
8 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
9 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
10 past and current unlawful conduct, and all other appropriate legal and equitable relief.

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

20 8. The agents, servants and/or employees of DEFENDANTS and each of them acting
21 on behalf of DEFENDANTS acted within the course and scope of his, her, or its authority as the
22 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
23 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
24 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
25 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
26 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
27 DEFENDANTS' agents, servants and/or employees.
28

1 9. DEFENDANTS were PLAINTIFF’S employers or persons acting on behalf of
2 PLAINTIFF’S employer, within the meaning of California Labor Code Section 558, who violated
3 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
4 provision regulating hours and days of work in any order of the Industrial Welfare Commission
5 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
6 Section 558, at all relevant times.

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

12 11. DEFENDANTS’ uniform policies and practices alleged herein were unlawful,
13 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
14 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15 12. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
16 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
17 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS’
18 past and current unlawful conduct, and all other appropriate legal and equitable relief.

19 **JURISDICTION AND VENUE**

20 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
22 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
23 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

24 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,
25 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
26 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
27 conduct herein alleged in this county against the CALIFORNIA CLASS.

28 ///

THE CONDUCT

15. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS for business expenses, and failed to issue to PLAINTIFF and the other members of the CALIFORNIA CLASS accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time they were under DEFENDANTS’ control. Specifically,

1 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
2 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
3 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
4 forfeited minimum wage and overtime compensation by regularly working without their time being
5 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
6 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
7 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

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

25 **B. Rest Period Violations**

26 18. From time to time during the CLASS PERIOD, PLAINTIFF and other
27 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
28 being provided ten (10) minute rest periods as a result of their rigorous work requirements and

1 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
2 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
3 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
4 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
5 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
6 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
7 members were, from time to time, required to remain on premises, on duty and/or on call.
8 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour
9 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate
10 staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied
11 their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

12 **C. Unreimbursed Business Expenses**

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

24 20. In the course of their employment, DEFENDANTS required PLAINTIFF and other
25 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
26 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
27 CALIFORNIA CLASS members were required to use their personal cell phones, in order to
28 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse

1 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.
2 As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and other
3 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but were
4 not limited to, costs related to the use of their personal cell phones, all on behalf of and for the
5 benefit of DEFENDANTS.

6 **D. Wage Statement Violations**

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

15 22. From time to time during the CLASS PERIOD, when PLAINTIFF and other
16 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
17 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
18 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
19 wage statements which failed to show, among other things, all deductions, the total hours worked
20 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
21 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
22 periods.

23 23. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
24 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
25 California Labor Code Section 226.

26 24. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
27 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,
28

1 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
2 unintentional payroll error due to clerical or inadvertent mistake.

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

4 25. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
5 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
6 for all hours worked.

7 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
8 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
9 work, including but not limited to, harvesting and packing produce. This resulted in PLAINTIFF
10 and other CALIFORNIA CLASS members having to work while off-the-clock.

11 27. DEFENDANTS directed and directly benefited from the undercompensated off-the-
12 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

13 28. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
14 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
15 members.

16 29. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
17 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
18 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
19 wages earned and owed for all the work they performed.

20 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
21 employees, subject to the requirements of the California Labor Code.

22 31. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
23 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
24 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
25 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
26 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

27 32. DEFENDANTS knew or should have known that PLAINTIFF'S and the other
28 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

1 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
2 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
3 for the time spent working while off-the-clock, including but not limited to, harvesting and packing
4 produce. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members
5 of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is
6 evidenced by DEFENDANTS' business records.

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

9 34. From time to time during the CLASS PERIOD, DEFENDANTS failed and
10 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
11 members for their overtime and double time hours worked, meal and rest period premiums, and
12 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
13 forfeited wages due to them for working overtime without compensation at the correct overtime
14 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
15 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
16 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
17 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

18 35. State law provides that employees must be paid overtime at one-and-one-half times
19 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
20 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
21 performance.

22 36. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
23 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
25 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
26 paid on an hourly basis with bonus compensation when the employees met the various performance
27 goals set by DEFENDANTS.
28

1 37. However, from time to time, when calculating the regular rate of pay in those pay
2 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
3 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
4 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
5 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
6 rather than just all non-overtime hours worked. Management and supervisors described the
7 incentive/bonus program to potential and new employees as part of the compensation package. As
8 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
9 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
10 a systematic underpayment of overtime and double time compensation, meal and rest period
11 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
12 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
13 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
14 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
15 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
16 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
17 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
18 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
19 204.

20 38. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
22 matter of company policy, practice, and procedure, intentionally and knowingly failed to
23 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
24 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
25 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
26 unfair advantage over competitors who complied with the law. To the extent equitable tolling
27 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
28 PERIOD should be adjusted accordingly.

1 **G. Unlawful Deductions**

2 39. DEFENDANTS, from time-to-time, unlawfully deducted wages from
3 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanation and without
4 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
5 result, DEFENDANTS violated Labor Code Section 221.

6 **H. Timekeeping Manipulation**

7 40. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
8 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
9 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
10 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
11 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and
12 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
13 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
14 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
15 missed rest breaks.

16 41. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
17 time to time, forfeited time worked by working without their time being accurately recorded and
18 without compensation at the applicable pay rates.

19 42. The mutability of the timekeeping system also allowed DEFENDANTS to alter
20 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
21 timekeeping system to create the appearance that PLAINTIFF and other members of the
22 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
23 were not provided an off-duty meal break at all times. This practice is a direct result of
24 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
25 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
26 breaks.

27 43. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
28 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit

1 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
2 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
3 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

4 **I. Unlawful Rounding Practices**

5 44. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
6 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
7 CALIFORNIA CLASS members for the actual time these employees worked each day, including
8 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
9 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
10 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
11 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
12 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
13 employees for all their time worked, including the applicable overtime compensation for overtime
14 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
15 forfeited compensation for their time worked by working without their time being accurately
16 recorded and without compensation at the applicable overtime rates.

17 45. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
18 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
19 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
20 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
21 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
22 duty meal break.

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

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

1 47. Pursuant to California Labor Code Section 201, “If an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
3 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
4 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
5 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
6 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
7 members were, from time to time, not timely provided the wages earned and unpaid at the time of
8 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
9 and 202.

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

13 **K. Sick Pay Violations**

14 49. California Labor Code Section 246(a)(1) mandates that “An employee who, on or
15 after July 1, 2015, works in California for the same employer for 30 or more days within a year
16 from the commencement of employment is entitled to paid sick days as specified in this section.”
17 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
18 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
19 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
20 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
21 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

22 50. California Labor Code Section 246(i) requires an employer to furnish its employees
23 with written wage statements setting forth the amount of paid sick leave available. From time to
24 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
25 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
26 paid sick leave available.

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1 **L. Reporting Time Violations**

2 51. Further, DEFENDANTS from time to time required PLAINTIFF and other
3 CALIFORNIA CLASS Members to report to work, but were furnished less than half their
4 scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code
5 Regs., tit. 8 § 11040, subdivision (A). Specifically, Subdivision 5(A) states, "(A) Each workday an
6 employee is required to report for work and does report, but is not put to work or is furnished less
7 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
8 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
9 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." In
10 addition, when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members
11 to engage in additional work, this sometimes resulted in a second reporting for work in a single
12 workday. In such a circumstance of a second reporting for work in a single workday,
13 DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs.,
14 tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time
15 in any one workday and is furnished less than two (2) hours of work on the second reporting, said
16 employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not
17 less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

18 **M. Failure to Provide Personnel Files**

19 52. On February 27, 2026, PLAINTIFF caused a written request via certified mail to be
20 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including but
21 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
22 records; and (5) PLAINTIFF'S complete employment file.

23 53. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
24 personnel records, payroll records, time records, employment contract, and entire employment file
25 within thirty (30) days of their request stated above. In fact, as of the date of filing of this complaint,
26 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750
27 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated California
28 Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by failing to

1 respond and provide PLAINTIFF with their employment file. Labor Code Section 226(b) requires
2 employers to make payroll records available to employees upon reasonable request. Labor Code
3 Section 226(c) further requires that the employer comply with the request for records as soon as
4 practicable, but no later than twenty-one (21) calendar days from the date of request. Labor Code
5 Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who
6 violates these requirements. Labor Code Section 432 also entitles an employee to receive copies of
7 any signed documents related to the obtaining or holding of employment. Finally, pursuant to the
8 applicable Industrial Welfare Commission wage orders, DEFENDANTS are required to maintain
9 accurate records for employees, including time records, and such records must be made readily
10 available for inspection by the employee upon a reasonable request. Section 1198.5 states that
11 employees (and former employees) have the right to inspect personnel records maintained by the
12 employer “related to the employee’s performance or to any grievance concerning the employee.”
13 Employers must allow inspection or copying within thirty (30) days of the request. As a result,
14 PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with California
15 Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and applicable
16 statutory penalties and an award of attorneys’ fees and costs for bringing this action.

17 54. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
18 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
19 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
20 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
21 provide PLAINTIFF with a second off-duty meal period each workday in which they were required
22 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
23 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the
24 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-
25 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited
26 meal and rest breaks without additional compensation and in accordance with DEFENDANTS’
27 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with
28 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS

1 also failed to reimburse PLAINTIFF for required business expenses related to the personal
2 expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of their
3 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make
4 available to PLAINTIFF their personnel records, payroll records, time records, employment
5 contracts, and entire employment file within thirty (30) days of all their request on February 27,
6 2026. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and
7 double time compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF
8 under California Labor Code Section 203. The amount in controversy for PLAINTIFF individually
9 does not exceed the sum or value of \$75,000.

10 **CLASS ACTION ALLEGATIONS**

11 55. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
12 class defined as all persons who are or previously were employed by DEFENDANTS in California
13 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
14 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
15 determined by the Court (the "CLASS PERIOD").

16 56. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
17 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
18 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
19 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
20 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
21 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
22 expenses.

23 57. The members of the class are so numerous that joinder of all class members is
24 impractical.

25 58. Common questions of law and fact regarding DEFENDANTS' conduct, including
26 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
27 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
28 regular rate of compensation for missed meal and rest period premiums, failure to provide legally

1 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
2 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
3 overtime, exist as to all members of the class and predominate over any questions affecting solely
4 any individual members of the class. Among the questions of law and fact common to the class are:

- 5 a. Whether DEFENDANTS maintained legally compliant meal period policies and
6 practices;
- 7 b. Whether DEFENDANTS maintained legally compliant rest period policies and
8 practices;
- 9 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
10 members accurate premium payments for missed meal and rest periods;
- 11 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
12 members accurate overtime wages;
- 13 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
14 members at least minimum wage for all hours worked;
- 15 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
16 CLASS members for required business expenses;
- 17 g. Whether DEFENDANTS issued legally compliant wage statements;
- 18 h. Whether DEFENDANTS committed an act of unfair competition by systematically
19 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
20 CLASS for all time worked;
- 21 i. Whether DEFENDANTS committed an act of unfair competition by systematically
22 failing to record all meal and rest breaks missed by PLAINTIFF and other
23 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
24 of this work, required employees to perform this work and permits or suffers to
25 permit this work;
- 26 j. Whether DEFENDANTS committed an act of unfair competition in violation of
27 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
28

1 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
2 with the legally required meal and rest periods.

3 59. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
4 result of DEFENDANTS' conduct and actions alleged herein.

5 60. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
6 PLAINTIFF has the same interests as the other members of the class.

7 61. PLAINTIFF will fairly and adequately represent and protect the interests of the
8 CALIFORNIA CLASS members.

9 62. PLAINTIFF retained able class counsel with extensive experience in class action
10 litigation.

11 63. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
12 interest of the other CALIFORNIA CLASS members.

13 64. There is a strong community of interest among PLAINTIFF and the members of the
14 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
15 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
16 sustained.

17 65. The questions of law and fact common to the CALIFORNIA CLASS members
18 predominate over any questions affecting only individual members, including legal and factual
19 issues relating to liability and damages.

20 66. A class action is superior to other available methods for the fair and efficient
21 adjudication of this controversy because joinder of all class members is impractical. Moreover,
22 since the damages suffered by individual members of the class may be relatively small, the expense
23 and burden of individual litigation makes it practically impossible for the members of the class
24 individually to redress the wrongs done to them. Without class certification and determination of
25 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
26 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

1 in interest any money or property, real or personal, which may have been acquired
2 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

3 71. By the conduct alleged herein, DEFENDANTS have engaged and continue to
4 engage in business practices which violate California law, including but not limited to, the
5 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
6 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
7 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
8 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
9 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

10 72. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
11 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
12 or substantially injurious to employees, and were without valid justification or utility for which this
13 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
14 Business and Professions Code, including restitution of wages wrongfully withheld.

15 73. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
16 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
17 mandated meal and rest periods and the required amount of compensation for missed meal and rest
18 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
19 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
20 to the applicable California Labor Code and Industrial Welfare Commission requirements in
21 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
22 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
23 Code Section 17203, including restitution of wages wrongfully withheld.

24 74. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
25 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
26 other members of the CALIFORNIA CLASS to be underpaid during their employment with
27 DEFENDANTS.
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1 75. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
2 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
3 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
4 required by California Labor Code Sections 226.7 and 512.

5 76. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
6 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
7 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
8 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
9 of work.

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

13 78. By and through the unlawful and unfair business practices described herein,
14 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
15 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
16 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
17 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
18 to unfairly compete against competitors who comply with the law.

19 79. All the acts described herein as violations of, among other things, the Industrial
20 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
21 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
22 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
23 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

24 80. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
25 and do, seek such relief as may be necessary to restore to them the money and property which
26 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
27 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
28 business practices, including earned but unpaid wages for all time worked.

1 81. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
2 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
3 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
4 any unlawful and unfair business practices in the future.

5 82. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
6 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
7 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
8 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
9 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
10 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
11 unlawful and unfair business practices.

12 **SECOND CAUSE OF ACTION**

13 **Failure To Pay Minimum Wages**

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

15 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

19 84. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
20 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
21 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
22 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

23 85. Pursuant to California Labor Code Section 204, other applicable laws and
24 regulations, and public policy, an employer must timely pay its employees for all hours worked.

25 86. California Labor Code Section 1197 provides the minimum wage for employees
26 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
27 wage than the minimum so fixed is unlawful.
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1 87. California Labor Code Section 1194 establishes an employee's right to recover
2 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
3 of suit.

4 88. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
5 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
6 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
7 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
8 CALIFORNIA CLASS.

9 89. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
10 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
11 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
12 members of the CALIFORNIA CLASS in regard to minimum wage pay.

13 90. In committing these violations of the California Labor Code, DEFENDANTS
14 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
15 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
16 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
17 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
18 and regulations.

19 91. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
20 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
21 minimum wage compensation for their time worked for DEFENDANTS.

22 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
23 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
24 failure to pay all earned wages.

25 93. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
26 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
27 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
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1 and will continue to suffer an economic injury in amounts which are presently unknown to them,
2 and which will be ascertained according to proof at trial.

3 94. DEFENDANTS knew or should have known that PLAINTIFF and the other
4 members of the CALIFORNIA CLASS were under-compensated for their time worked.
5 DEFENDANTS systematically elected, either through intentional malfeasance or gross
6 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
7 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
8 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
9 their time worked.

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

18 96. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
19 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
20 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
21 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
22 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
23 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
24 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
25 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
26 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
27 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
28 costs.

1 **THIRD CAUSE OF ACTION**

2 **Failure To Pay Overtime Compensation**

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

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

5 97. 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 98. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
9 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
10 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
11 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
12 (12) hours in a workday, and/or forty (40) hours in any workweek.

13 99. Pursuant to California Labor Code Section 204, other applicable laws and
14 regulations, and public policy, an employer must timely pay its employees for all hours worked.

15 100. California Labor Code Section 510 provides that employees in California shall not
16 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
17 workweek unless they receive additional compensation beyond their regular wages in amounts
18 specified by law.

19 101. California Labor Code Section 1194 establishes an employee's right to recover
20 unpaid wages, including minimum and overtime compensation and interest thereon, together with
21 the costs of suit. California Labor Code Section 1198 further states that the employment of an
22 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

23 102. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
24 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
25 they worked, including overtime work.

26 103. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
28 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and

1 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
2 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
3 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
4 forty (40) hours in any workweek.

5 104. In committing these violations of the California Labor Code, DEFENDANTS
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
10 regulations.

11 105. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
13 overtime compensation for their time worked for DEFENDANTS.

14 106. California Labor Code Section 515 sets out various categories of employees who are
15 exempt from the overtime requirements of the law. None of these exemptions are applicable to
16 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
17 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
18 agreement that would preclude the causes of action contained herein in this Complaint. Rather,
19 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
20 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
21 California.

22 107. During the CLASS PERIOD, PLAINTIFF and the other members of the
23 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
24 a failure to pay all earned wages.

25 108. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
26 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
27 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
28 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were

1 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
2 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
3 records and witnessed by employees.

4 109. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
6 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
7 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
8 unknown to them, and which will be ascertained according to proof at trial.

9 110. DEFENDANTS knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were undercompensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
13 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
14 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
15 worked.

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

24 112. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
25 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
27 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
28 owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
2 therefore these individuals are also entitled to waiting time penalties under California Labor Code
3 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,
4 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
5 are entitled to seek and recover statutory costs.

6 **FOURTH CAUSE OF ACTION**

7 **Failure To Provide Required Meal Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

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

10 113. 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.

13 114. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
14 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
15 required by the applicable Wage Order and Labor Code. The nature of the work performed by
16 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
17 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
18 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
19 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
20 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
21 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
22 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
23 a second off-duty meal period in some workdays in which these employees were required by
24 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of
25 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
26 accordance with DEFENDANTS' strict corporate policy and practice.

27 115. DEFENDANTS further violated California Labor Code Section 226.7 and the
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS

1 members who were not provided a meal period, in accordance with the applicable Wage Order, one
2 additional hour of compensation at each employee's regular rate of pay for each workday that a
3 meal period was not provided.

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

7 **FIFTH CAUSE OF ACTION**

8 **Failure To Provide Required Rest Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

14 118. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were
15 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
16 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
17 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
18 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third
19 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF
20 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
21 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
22 members were periodically denied their proper rest periods by DEFENDANTS and
23 DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and
24 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage
25 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the
26 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by
27 DEFENDANTS' business records.
28

119. DEFENDANTS further violated California Labor Code Sections 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 additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

120. 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.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

121. 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.

122. California Labor Code Section 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. gross wages earned,
- b. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,

- g. the name of the employee and his or her Social Security number, except that by January 1, 2008, only the last four digits of his or her Social Security number or an 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.

123. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS 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.

124. In addition to the foregoing, DEFENDANTS 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).

125. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), 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 California Labor Code Section 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).

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

126. 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.

127. California Labor Code Section 200 provides that:

As used in this article:

(d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

(e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

128. California Labor Code Section 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

129. California Labor Code Section 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the

1 date of payment for purposes of the requirement to provide payment within 72 hours
2 of the notice of quitting.

3 130. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
4 members' employment contract.

5 131. California Labor Code Section 203 provides:

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

11 132. The employment of PLAINTIFF and many CALIFORNIA CLASS members
12 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
13 missed meal and rest breaks, as required by law.

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

20 **EIGHTH CAUSE OF ACTION**

21 **Failure To Reimburse Employees for Required Expenses**

22 **(Cal. Lab. Code § 2802)**

23 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

27 135. California Labor Code Section 2802 provides, in relevant part, that:
28

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

6 136. From time to time during the CLASS PERIOD, DEFENDANTS violated California
7 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
8 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
9 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
10 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
11 their personal cell phones, all on behalf of and for the benefit of DEFENDANTS. Specifically,
12 DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their
13 personal cell phones, to execute their essential job duties on behalf of DEFENDANTS.
14 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
15 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
16 phones, within the course and scope of their employment for DEFENDANTS. These expenses
17 were necessary to complete their principal job duties. DEFENDANTS are estopped by
18 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were
19 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
20 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
21 members for these expenses as an employer is required to do under the laws and regulations of
22 California.

23 137. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
24 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
25 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
26 statutory rate and costs under California Labor Code Section 2802.

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(Cal. Lab. §§ 226, 432, 1198.5 and Applicable IWC Wage Orders)

(Alleged by PLAINTIFF against all Defendants)

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

139. Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than twenty-one (21) calendar days from the date of request.

140. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

141. Labor Code § 1198.5 states that employees (and former employees) have the right to inspect personnel records maintained by the employer “related to the employee’s performance or to any grievance concerning the employee.” Employers must allow inspection or copying within thirty (30) days of the request.

142. The applicable Industrial Welfare Commission Wage Orders require employers to maintain accurate records for employees, including time records, and such records must be made readily available for inspection by the employee upon a reasonable request.

143. On February 27, 2026, PLAINTIFF caused a written request via certified mail to be delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time records; and (5) PLAINTIFF'S complete employment file.

144. DEFENDANTS failed to provide and/or make available to PLAINTIFF their personnel records, payroll records, employment contract, and entire employment file within thirty (30) days of their request stated above. In fact, as of the date of filing of this Complaint, DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

1 145. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
2 with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and
3 applicable statutory penalties and an award of attorneys' fees and costs for bringing this action.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

- 8 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
9 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
10 b. An order temporarily, preliminarily and permanently enjoining and restraining
11 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
12 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
13 unlawfully withheld from compensation due to PLAINTIFF and the other members
14 of the CALIFORNIA CLASS; and
15 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
16 for restitution of the sums incidental to DEFENDANTS' violations due to
17 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

18 2. On behalf of the CALIFORNIA CLASS:

- 19 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
20 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
21 to California Code of Civil Procedure Section 382;
22 b. Compensatory damages, according to proof at trial, including compensatory
23 damages for overtime compensation due to PLAINTIFF and the other members of
24 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
25 thereon at the statutory rate;
26 c. Meal and rest period compensation pursuant to California Labor Code Sections
27 226.7, 512 and the applicable IWC Wage Order;
28 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in

1 which a violation occurs and one hundred dollars (\$100) per each member of the
2 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
3 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
4 violation of California Labor Code Section 226;

5 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
6 penalty from the due date thereof at the same rate until paid or until an action
7 therefor is commenced, in accordance with California Labor Code Section 203.

8 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
9 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

10 3. On the Ninth Cause of Action

11 a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and
12 1198.5.

13 b. For an injunction compelling production of PLAINTIFF'S employment records
14 pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage
15 Order.

16 4. On all claims:

17 a. An award of interest, including prejudgment interest at the legal rate;

18 b. Such other and further relief as the Court deems just and equitable; and

19 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
20 including and pursuant to, but not limited to, California Labor Code Sections 218.5,
21 226, 246 and/or 1194.

22 DATED: August 12, 2026

ZAKAY LAW GROUP, APLC

24 By: Nicole Noursamadi
25 Nicole Noursamadi, Esq.
26 Attorney for PLAINTIFF
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DEMAND FOR A JURY TRIAL

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

DATED: August 12, 2026

ZAKAY LAW GROUP, APLC

By: Nicole Noursamadi
Nicole Noursamadi, Esq.
Attorney for PLAINTIFF