

**SUMMONS
(CITACION JUDICIAL)**

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

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

STAN HOTEL, LP, a California Limited Partnership; BRIGHTON MANAGEMENT, LLC, a California Limited Liability Company; and DOES 1-50, Inclusive,

Electronically Filed
12/28/2021 4:14 PM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Maleia Juan, Deputy

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

HALIE M. WILLIAMSON an individual, on behalf of herself and on behalf of all persons similarly situated,

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Stanislaus County Superior Court - City Towers Courthouse
801 10th Street, 4th Floor
Modesto, CA 95354

CASE NUMBER: CV-21-006861
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-8291
JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 12/28/2021 4:14 PM
(Fecha)

Clerk, by , Deputy
(Secretario) Maleia Juan (Adjunto)

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

NOTICE TO THE PERSON SERVED: You are served

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



1 **ZAKAY LAW GROUP, APLC**
2 Shani O. Zakay (State Bar #277924)
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4 5440 Morehouse Drive, Suite 3600
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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Maleia Juan, Deputy

\$435 PAID

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\$1000 COMPLEX FEES PAID

12 Attorneys for Plaintiff HALIE M. WILLIAMSON

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF STANISLAUS**

15
16 HALIE M. WILLIAMSON, an individual, on
17 behalf of herself and on behalf of all persons
18 similarly situated,

Case No: CV-21-006861

19 **CLASS ACTION COMPLAINT FOR:**

20 Plaintiff,

- 21 1) UNFAIR COMPETITION IN VIOLATION
22 OF CAL. BUS. & PROF. CODE §17200 *et*
23 *seq*;
- 24 2) FAILURE TO PAY MINIMUM WAGES
25 IN VIOLATION OF CAL. LAB. CODE §§
26 1194, 1197 & 1197.1;
- 27 3) FAILURE TO PAY OVERTIME WAGES
28 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

26 This case has been assigned to Judge Sandhu, Sonny S.
27 Dept. 24
28 Department _____ for all purposes including Trial.

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
CALIFORNIA LABOR CODE §2802.

DEMAND FOR A JURY TRIAL

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7 Plaintiff HALIE M. WILLIAMSON (“PLAINTIFF”), an individual, on behalf of herself
8 and all other similarly situated current and former employees, alleges on information and belief,
9 except for her own acts and knowledge which are based on personal knowledge, the following:

10 **THE PARTIES**

11 1. Defendant STAN HOTEL, LP (“Defendant Stan Hotel”) is a California Limited
12 Partnership that at all relevant times mentioned herein conducted and continues to conduct
13 substantial and regular business in the state of California.

14 2. Defendant BRIGHTON MANAGEMENT, LLC (“Defendant Brighton
15 Management”) is a California Limited Liability Company that at all relevant times mentioned
16 herein conducted and continues to conduct substantial and regular business in the state of
17 California.

18 3. Defendant Stan Hotel and Defendant Brighton Management were the joint
19 employers of PLAINTIFF as evidenced by the contracts signed and by the company the
20 PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers
21 for the conduct alleged herein and collectively referred to herein as “DEFENDANTS” and/or
22 “DEFENDANT.”

23 4. Defendant Stan Hotel operates hotels and Defendant Brighton Management
24 operates a third management company for hotels. DEFENDANTS conducted and continue to
25 conduct substantial and regular business in the State of California, including at the Stanislaus,
26 California location where PLAINTIFF worked.

27 5. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently

1 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
2 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the
3 true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
4 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
5 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, (hereinafter
6 collectively “DEFENDANTS” and/or “DEFENDANT”) are responsible in some manner for one
7 or more of the events and happenings that proximately caused the injuries and damages
8 hereinafter alleged.

9 6. The agents, servants, and/or employees of the Defendants and each of them acting
10 on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as
11 the agent, servant and/or employee of the Defendants, and personally participated in the conduct
12 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
13 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
14 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
15 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
16 Defendants’ agents, servants and/or employees.

17 7. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
18 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or
19 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
20 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
21 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
22 at all relevant times.

23 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
24 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
25 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
26 employee a wage less than the minimum fixed by California state law, and as such, are subject to
27 civil penalties for each underpaid employee
28

1 9. PLAINTIFF was employed by DEFENDANTS in California from October 2019
2 to January 2021 and was at all times been classified by DEFENDANT as a non-exempt employee,
3 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of
4 minimum and overtime wages due for all time worked.

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

12 11. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
13 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
14 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to
15 lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged
16 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
17 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
18 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
19 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
20 other members of the CALIFORNIA CLASS who have been economically injured by
21 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable
22 relief.

23 12. DEFENDANTS’ uniform policies and practices alleged herein were unlawful,
24 unfair and deceptive business practices whereby DEFENDANTS retained and continues to retain
25 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

26 13. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
27 injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
28 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically

1 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and
2 equitable relief.

3 **JURISDICTION AND VENUE**

4 14. This has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
6 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
7 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 15. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
10 DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities
11 in this County and/or conduct substantial business in this County, and (ii) committed the wrongful
12 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

13 **THE CONDUCT**

14 16. In violation of the applicable sections of the California Labor Code and the
15 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
16 matter of company policy, practice and procedure, intentionally, knowingly and systematically
17 failed to provide legally compliant meal and rest periods, failed to accurately compensate
18 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
19 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
20 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to compensate
21 PLAINTIFF and other members of the CALIFORNIA CLASS meal rest premiums at the regular
22 rate, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business
23 expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with
24 accurate itemized wage statements showing, among other things, all applicable hourly rates in
25 effect during the pay periods and the corresponding amount of time worked at each hourly rate.
26 DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate
27 and full payment for all time worked as required by California law which allows DEFENDANTS
28 to illegally profit and gain an unfair advantage over competitors who comply with the law. To

1 the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against
2 DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

3 **A. Meal Period Violations**

4 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
5 were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
6 meaning the time during which an employee is subject to the control of an employer, including
7 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
8 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work
9 without paying them for all the time they were under DEFENDANTS' control. Specifically, as a
10 result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,
11 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
12 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work
13 assignments while clocked out for what should have been PLAINTIFF's off-duty meal break.
14 Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. More
15 specifically, from time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
16 required by DEFENDANTS to work through their meal breaks in order to meet DEFENDANTS'
17 prescribed labor hours to perform all the tasks required of them by DEFENDANTS. PLAINTIFF
18 and other CALIFORNIA CLASS Members were required to perform tasks during their meal
19 breaks such as, including but not limited to, assisting hotel guests with various hospitality issues
20 and answering work-related communications from DEFENDANTS' guests and supervisors. As a
21 result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and
22 overtime wages by regularly working without their time being accurately recorded and without
23 compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform
24 policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all
25 time worked is evidenced by DEFENDANTS' business records.

26 18. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
27 requirements and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
28 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-

1 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
2 other CALIFORNIA CLASS Members were required from time to time to perform work as
3 ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
4 meal break. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and
5 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which
6 these employees were required by DEFENDANTS to work ten (10) hours of work from time to
7 time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS
8 Members does not qualify for limited and narrowly construed “on-duty” meal period exception.
9 When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS
10 Members were, from time to time, required to remain on duty and on call. PLAINTIFF and other
11 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
12 compensation and in accordance with DEFENDANTS’ strict corporate policy and practice.

13 **B. Rest Period Violations**

14 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
15 CALIFORNIA CLASS members were also required from time to time to work in excess of four
16 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work
17 requirements and DEFENDANTS’ inadequate staffing. More specifically, from time to time,
18 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to
19 work through their rest breaks in order to meet DEFENDANTS’ prescribed labor hours to perform
20 all the tasks required of them by DEFENDANTS. PLAINTIFF and other CALIFORNIA CLASS
21 Members were required to perform tasks such as, including but not limited to, assisting hotel
22 guests with various hospitality issues and answering work-related communications from
23 DEFENDANTS’ guests and supervisors. Additionally, PLAINTIFF and other CALIFORNIA
24 CLASS Members were required to perform as much work as possible and as quickly as possible
25 in order to meet DEFENDANTS’ strict performance and production requirements. Further, for
26 the same reasons these employees were denied their first rest periods of at least ten (10) minutes
27 for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second
28 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8)

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

9 **C. Unlawful Rounding Violations**

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

22 21. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
23 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
24 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
25 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
26 as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an
27 off-duty meal break. Additionally, DEFENDANTS' unlawful rounding policy and practice
28 caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by

1 DEFENDANTS for more than ten (10) hours during a shift without receiving a second off-duty
2 meal break.

3 **D. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
4 **Sick Pay**

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

14 23. State law provides that employees must be paid overtime at one-and-one-half times
15 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
16 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
17 employee’s performance.

18 24. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
19 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
20 PLAINTIFF and other CLASS MEMBERS incentive wages based on their performance for
21 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
22 basis with bonus compensation when the employees met the various performance goals set by
23 DEFENDANTS.

24 25. However, from-time-to-time, when calculating the regular rate of pay, in those pay
25 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
26 time, paid meal and rest period premium payments, and/or paid sick pay, and earned non-
27 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
28 compensation as part of the employees’ “regular rate of pay” and/or calculated all hours worked

1 rather than just all non-overtime hours worked. Management and supervisors described the
2 incentive/bonus program to potential and new employees as part of the compensation package.
3 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
4 CLASS members must be included in the “regular rate of pay.” The failure to do so has resulted
5 in a systematic underpayment of overtime and double time compensation, meal and rest period
6 premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS members by
7 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
8 for non-employees shall be calculated in the same manner as the regular rate of pay for the
9 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
10 actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated herein, by
11 failing to include the incentive compensation as part of the “regular rate of pay” for purposes of
12 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
13 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

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

25 **E. Unreimbursed Business Expenses**

26 27. DEFENDANTS as a matter of corporate policy, practice, and procedure,
27 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
28 and the CALIFORNIA CLASS for required business expenses incurred by the PLAINTIFF and

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

9 28. In the course of their employment, DEFENDANTS required PLAINTIFF and
10 other CALIFORNIA CLASS Members to incur personal expenses for uniform maintenance as a
11 result of and in furtherance of their job duties as employees for DEFENDANT. But for incurring
12 personal expenses for uniform maintenance, PLAINTIFF and the CALIFORNIA CLASS
13 Members could not complete their essential job duties, including but not limited to, wearing their
14 uniforms to work every day. However, DEFENDANTS unlawfully failed to reimburse
15 PLAINTIFF and other CALIFORNIA CLASS Members for expenses related to uniform
16 maintenance. As a result, in the course of their employment with DEFENDANTS, the
17 PLAINTIFF and other CALIFORNIA CLASS Members incurred unreimbursed business
18 expenses, but were not limited to, costs related to uniform maintenance, all on behalf of and for
19 the benefit of DEFENDANT.

20 **F. Wage Statement Violations**

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

1 30. From time to time during the CLASS PERIOD, when PLAINTIFF and other
2 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
3 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
4 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
5 wage statements which failed to show, among other things, the total hours worked and all
6 applicable hourly rates in effect during the pay period and the corresponding amount of time
7 worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest
8 periods. Further, from time to time, DEFENDANTS included meal period premium hours into
9 the computation of total hours worked for purposes of Cal. Lab. Code § 226(a)(2),
10 notwithstanding the fact that meal period premium hours are not considered hours worked.
11 DEFENDANTS' inclusion of meal period premiums hours into the total hours worked in itemized
12 wage statements issued to PLAINTIFF and other CALIFORNIA CLASS Members violates Cal.
13 Lab. Code § 226(a)(2).

14 31. In addition to the violations described above, DEFENDANTS, from time to time,
15 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
16 that comply with Cal. Lab. Code § 226.

17 32. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
18 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
19 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an
20 unintentional payroll error due to clerical or inadvertent mistake.

21 **G. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

22 33. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
23 required to pay PLAINTIFF and the CALIFORNIA CLASS Members for all their time worked,
24 meaning the time during which an employee is subject to the control of an employer, including all
25 the time the employee is suffered or permitted to work. From time to time, DEFENDANTS required
26 PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time
27 they were under DEFENDANTS' control. Specifically, PLAINTIFF performed work before and
28 after the beginning of her shift, spending time under the DEFENDANTS' control for which she was

1 not compensated. More specifically, from time to time, PLAINTIFF and other CALIFORNIA
2 CLASS Members were required by DEFENDANTS to perform work before and after the beginning
3 of their shifts in order to meet DEFENDANTS' prescribed labor hours to perform all the tasks
4 required of them by DEFENDANTS.

5 34. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited
6 minimum wage and overtime compensation by regularly working without their time being
7 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
8 DEFENDANTS failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS
9 necessary wages for attending for performing work at DEFENDANTS' direction, request and
10 benefit, while off-the clock. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF
11 and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS'
12 business records.

13 35. DEFENDANTS directed and directly benefited from the uncompensated off-the-
14 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

15 36. DEFENDANTS controlled the work schedules, duties, protocols, applications,
16 assignments, and employment conditions of PLAINTIFF and the other members of the
17 CALIFORNIA CLASS.

18 37. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
19 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
20 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
21 wages earned and owed for all the work they performed, including pre-shift, post shift and during
22 meal period off-the-clock work.

23 38. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
24 exempt employees, subject to the requirements of the California Labor Code.

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

3 40. DEFENDANTS knew or should have known that PLAINTIFF and the other
4 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

5 41. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
6 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
7 for the time spent working off-the-clock. DEFENDANTS' uniform policy and practice to not pay
8 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
9 accordance with applicable law is evidenced by DEFENDANTS' business records.

10 **H. Suitable Seating Violations**

11 42. PLAINTIFF further alleges that the station counters in DEFENDANT's stores
12 provide ample space behind each counter area to allow for the presence and use of a stool or seat
13 by DEFENDANT's employees' during the performance of their work duties. DEFENDANT's
14 employees' working at DEFENDANT's stores spend a very substantial portion, and, in many
15 workdays, the vast majority of their working time behind these counters. The nature of the
16 position can reasonably be accomplished while using a seat/stool.

17 43. In violation of the applicable sections of the California Labor Code and the
18 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
19 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly
20 and systematically failed to provide PLAINTIFF and the other Aggrieved Employees suitable
21 seating when the nature of these employees' work reasonably permitted sitting.

22 44. DEFENDANT knew or should have known that PLAINTIFF and other Aggrieved
23 Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere
24 with the performance of their duties, and that DEFENDANT did not provide suitable seating
25 and/or did not allow them to sit when it did not interfere with the performance of their duties. By
26 reason of this conduct applicable to PLAINTIFF and all Aggrieved Employees, DEFENDANT
27 violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to
28 provide suitable seats.

1 **I. CLASS ACTION ALLEGATIONS**

2 45. PLAINTIFF brings the First through Eighth Causes of Action as a class action
3 pursuant to California Code of Civil Procedure § 382 on behalf of all persons who are or
4 previously were employed by Defendant Stan Hotel and/or Defendant Brighton Management in
5 California and classified as non-exempt employees (“CALIFORNIA CLASS”) during the period
6 beginning four years prior to the filing of the Complaint and ending on a date determined by the
7 Court (“CLASS PERIOD”).

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

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

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

- 24 i. Whether DEFENDANTS maintained legally compliant meal period policies and
25 practices;
- 26 ii. Whether DEFENDANTS maintained legally compliant rest period policies and
27 practices;

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- 1 iii. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
- 2 CLASS Members accurate premium payments for missed meal and rest periods;
- 3 iv. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
- 4 CLASS Members accurate overtime wages;
- 5 v. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA
- 6 CLASS Members at least minimum wage for all hours worked;
- 7 vi. Whether Defendants failed to compensate PLAINTIFF and the CALIFORNIA
- 8 CLASS Members for required business expenses;
- 9 vii. Whether DEFENDANTS issued legally compliant wage statements;
- 10 viii. Whether DEFENDANTS committed an act of unfair competition by
- 11 systematically failing to record and pay PLAINTIFF and the other members of the
- 12 CALIFORNIA CLASS for all time worked;
- 13 ix. Whether DEFENDANTS committed an act of unfair competition by
- 14 systematically failing to record all meal and rest breaks missed by PLAINTIFF
- 15 and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed
- 16 the benefit of this work, required employees to perform this work and permits or
- 17 suffers to permit this work;
- 18 x. Whether DEFENDANTS committed an act of unfair competition in violation of
- 19 the UCL, by failing to provide the PLAINTIFF and the other members of the
- 20 CALIFORNIA CLASS with the legally required meal and rest periods.

21 49. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
22 a result of DEFENDANTS’ conduct and actions alleged herein.

23 50. PLAINTIFF’s claims are typical of the claims of the class, and PLAINTIFF has
24 the same interests as the other members of the class.

25 51. PLAINTIFF will fairly and adequately represent and protect the interests of the
26 CALIFORNIA CLASS Members.

27 52. PLAINTIFF retained able class counsel with extensive experience in class action
28 litigation.

1 53. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
2 interests of the other CALIFORNIA CLASS Members.

3 54. There is a strong community of interest among PLAINTIFF and the members of
4 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
5 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
6 sustained.

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

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

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

25 57. Class treatment provides manageable judicial treatment calculated to bring an
26 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
27 the conduct of DEFENDANTS.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

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

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

5 58. 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 59. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
9 Code § 17021.

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

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

21 61. By the conduct alleged herein, DEFENDANT has engaged and continues to
22 engage in a business practice which violates California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 62. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 63. By the conduct alleged herein, DEFENDANT's practices were deceptive and
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and
6 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
7 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
8 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
9 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

10 64. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
11 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
12 other members of the CALIFORNIA CLASS to be underpaid during their employment with
13 DEFENDANT.

14 65. By the conduct alleged herein, DEFENDANT's practices were also unfair and
15 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
16 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
17 as required by Cal. Lab. Code §§ 226.7 and 512.

18 66. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
19 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
20 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
21 each workday in which a second off-duty meal period was not timely provided for each ten (10)
22 hours of work.

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

26 68. By and through the unlawful and unfair business practices described herein,
27 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
28 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and

1 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
2 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
3 to unfairly compete against competitors who comply with the law.

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

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

14 71. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
15 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
16 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
17 engaging in any unlawful and unfair business practices in the future.

18 72. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
19 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
20 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
21 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
22 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
23 and economic harm unless DEFENDANT is restrained from continuing to engage in these
24 unlawful and unfair business practices.

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

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

10 82. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

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

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

25 85. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

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

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

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

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

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

23 88. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.
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1 89. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
2 public policy, an employer must timely pay its employees for all hours worked.

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

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

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

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

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

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

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

12 97. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
14 constituting a failure to pay all earned wages.

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

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

26 100. DEFENDANTS knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
28 DEFENDANT systematically elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
2 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

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FOURTH CAUSE OF ACTION

Failure To Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

103. 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.

104. During the CLASS PERIOD, DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT’s business records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

105. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a meal 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 a meal period was not provided.

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

4 **FIFTH CAUSE OF ACTION**

5 **Failure To Provide Required Rest Periods**

6 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

11 108. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
12 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
13 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
14 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
15 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
16 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
17 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
18 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
19 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
20 DEFENDANT and DEFENDANT’s managers. As a result, DEFENDANT’s failure to provide
21 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
22 periods is evidenced by DEFENDANT’s business records.

23 109. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
24 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
25 who were not provided a rest period, in accordance with the applicable Wage Order, one
26 additional hour of compensation at each employee’s regular rate of pay for each workday that rest
27 period was not provided.

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

4 **SIXTH CAUSE OF ACTION**

5 **Failure To Provide Accurate Itemized Statements**

6 **(Cal. Lab. Code §§ 226)**

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

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

11 112. Cal. Labor Code § 226 provides that an employer must furnish employees with an
12 “accurate itemized” statement in writing showing:

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

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

3 113. During the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA
4 CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal and rest
5 period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide
6 PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage
7 statements which failed to show, among other things, the total hours worked and all applicable
8 hourly rates in effect during the pay period and the corresponding amount of time worked at each
9 hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods. Further,
10 from time to time, DEFENDANTS included meal period premium hours into the computation of
11 total hours worked for purposes of Cal. Lab. Code § 226(a)(2), notwithstanding the fact that meal
12 period premium hours are not considered hours worked. DEFENDANTS' inclusion of meal
13 period premium hours into the total hours worked in itemized wage statements issued to
14 PLAINTIFF and other CALIFORNIA CLASS Members violates Cal. Lab. Code § 226(a)(2). As
15 such, the wage statements issued to PLAINTIFF and members of the CALIFORNIA CLASS
16 violated Cal. Lab. Code § 226(a)(2). In addition to the foregoing, DEFENDANTS failed to
17 provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS
18 that complied with the requirements of California Labor Code Section 226.

19 114. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
20 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
21 CLASS. These damages include, but are not limited to, costs expended calculating the correct
22 wages for all missed meal and rest breaks and the amount of employment taxes which were not
23 properly paid to state and federal tax authorities. These damages are difficult to estimate.
24 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
25 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
26 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
27 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
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1 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
2 of the CALIFORNIA CLASS herein).

3 **SEVENTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code §§ 203)**

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

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

10 116. Cal. Lab. Code § 200 provides that:

11 As used in this article:

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

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

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

21 118. Cal. Lab. Code § 202 provides, in relevant part, that:

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

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

3 119. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
4 Members' employment contract.

5 120. Cal. Lab. Code § 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 who
8 quits, the wages of the employee shall continue as a penalty from the due date thereof at
9 the same rate until paid or until an action therefor is commenced; but the wages shall not
10 continue for more than 30 days.

11 121. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
12 terminated, and DEFENDANT has not tendered payment of wages to these employees who were
13 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
14 required by law.

15 122. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
16 members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand
17 up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
18 employees who terminated employment during the CLASS PERIOD and demand an accounting
19 and payment of all wages due, plus interest and statutory costs as allowed 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 all Defendants)**

24 123. 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.

27 124. Cal. Lab. Code § 2802 provides, in relevant part, that:
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1 An employer shall indemnify his or her employee for all necessary expenditures or losses
2 incurred by the employee in direct consequence of the discharge of his or her duties, or of
3 his or her obedience to the directions of the employer, even though unlawful, unless the
4 employee, at the time of obeying the directions, believed them to be unlawful

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

22 126. PLAINTIFF therefore demands reimbursement on behalf of the members of the
23 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and
24 on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with
25 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

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PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANT’s ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT’s violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation and separately owed rest periods, due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. 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) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

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violation of Cal. Lab. Code § 226

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

DATED: December 28, 2021

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: December 28, 2021

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF