

**SUMMONS  
(CITACION JUDICIAL)**

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

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
6/26/2025 2:19:05 PM

Clerk of the Superior Court  
By M. Cruz, Deputy Clerk

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

VOLUME SERVICES, INC., a Delaware corporation; SODEXO, INC., a Delaware corporation; and DOES 1-50, Inclusive,

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

CASEY ADLER and CODY URQUHART, individuals, on behalf of themselves, and on behalf of all persons similarly situated,

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): San Diego Superior Court  
North County Regional Center - 325 South Melrose Drive Vista, CA 92081

CASE NUMBER:  
(Número del Caso):

25CU033941N

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):  
Perssia Razma, Esq.; JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; T: (619) 599-8292

DATE: 6/27/2025  
(Fecha)

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) *M. Cruz* (Adjunto)

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



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

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

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12 Attorneys for PLAINTIFFS

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 CASEY ADLER and CODY URQUHART,  
16 individuals, on behalf of themselves, and on  
17 behalf of all persons similarly situated,  
18  
19 Plaintiffs,  
20 v.  
21 VOLUME SERVICES, INC., a Delaware  
corporation; SODEXO, INC., a Delaware  
corporation; and DOES 1-50, Inclusive,  
22 Defendants.

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
6/26/2025 2:19:05 PM  
Clerk of the Superior Court  
By M. Cruz ,Deputy Clerk

Case No: 25CU033941N  
**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;
- 9) FAILURE TO PROVIDE GRATUITIES IN VIOLATION OF CAL. LAB CODE § 351;
- 10) FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE § 1198.5.

**DEMAND FOR A JURY TRIAL**

PLAINTIFFS CASEY ADLER (“Plaintiff Adler”) and CODY URQUHART (“Plaintiff Urquhart”) (hereinafter collectively, “PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant VOLUME SERVICES, INC. (“Defendant Volume Services”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant SODEXO, INC. (“Defendant Sodexo”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Volume Services and Defendant Sodexo are the joint employers of PLAINTIFFS as evidenced by the documents issued to PLAINTIFFS, by the company PLAINTIFFS performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFFS, and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

4. DEFENDANTS own and operate a food and beverage service provider company in California, including in the County of Los Angeles, where PLAINTIFFS worked.

1           5.     Plaintiff Adler has been employed by DEFENDANTS in California since 2016, as  
2 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest  
3 periods and payment of minimum and overtime wages due for all time worked.

4           6.     Plaintiff Urquhart has been employed by DEFENDANTS in California since April  
5 of 2021, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required  
6 meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

10          8.     PLAINTIFFS bring this Class Action on behalf of PLAINTIFFS and a California  
11 class, defined as all persons who are or previously were employed by Defendant Volume Services  
12 and/or Defendant Sodexo in California and classified as non-exempt employees (the  
13 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing  
14 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The  
15 amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five  
16 million dollars (\$5,000,000.00).

17          9.     PLAINTIFFS bring this Class Action on behalf of PLAINTIFFS and a  
18 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
19 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice  
20 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and  
21 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby  
22 DEFENDANTS retained and continue to retain wages due to PLAINTIFFS and the other members  
23 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA CLASS  
24 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named  
25 PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been economically  
26 injured by DEFENDANTS’ past and current unlawful conduct, and all other appropriate legal and  
27 equitable relief.

28

1           10. The true names and capacities, whether individual, corporate, subsidiary,  
2 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently  
3 unknown to PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious names  
4 pursuant to California Civil Procedure Code Section 474. PLAINTIFFS will seek leave to amend  
5 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,  
6 inclusive, when they are ascertained. PLAINTIFFS are informed and believe, and based upon that  
7 information and belief allege, that the DEFENDANTS named in this Complaint, including  
8 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of  
9 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

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

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



1 regular rate of pay, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS  
2 redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFFS and the other  
3 members of the CALIFORNIA CLASS for business expenses, and failed to issue to PLAINTIFFS  
4 and the other members of the CALIFORNIA CLASS with accurate itemized wage statements  
5 showing, among other things, all applicable hourly rates in effect during the pay periods and the  
6 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and  
7 practices are intended to purposefully avoid the accurate and full payment for all time worked as  
8 required by California law which allows DEFENDANTS to illegally profit and gain an unfair  
9 advantage over competitors who comply with the law. To the extent equitable tolling operates to  
10 toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be  
11 adjusted accordingly.

12 **A. Meal Period Violations**

13 19. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
14 required to pay PLAINTIFFS and CALIFORNIA CLASS members for all their time worked,  
15 meaning the time during which an employee is subject to the control of an employer, including all  
16 the time the employee is suffered or permitted to work. From time to time during the CLASS  
17 PERIOD, DEFENDANTS required PLAINTIFFS and CALIFORNIA CLASS members to work  
18 without paying them for all the time they were under DEFENDANTS' control. Specifically,  
19 DEFENDANTS required PLAINTIFFS to work while clocked out during what were supposed to  
20 be PLAINTIFFS' off-duty meal breaks. Indeed, there were many days where PLAINTIFFS did not  
21 even receive a partial lunch. As a result, PLAINTIFFS and other CALIFORNIA CLASS members  
22 forfeited minimum wage and overtime compensation by regularly working without their time being  
23 accurately recorded and without compensation at the applicable minimum wage and overtime rates.  
24 DEFENDANTS' uniform policy and practice not to pay PLAINTIFFS and other CALIFORNIA  
25 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

26 20. From time to time during the CLASS PERIOD, as a result of their rigorous work  
27 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other  
28 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty

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

16 **B. Rest Period Violations**

17 21. From time to time during the CLASS PERIOD, PLAINTIFFS and other  
18 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without  
19 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
20 DEFENDANTS’ inadequate staffing. Further, for the same reasons, these employees were denied  
21 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
22 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
23 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest  
24 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to  
25 time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA CLASS  
26 members were, from time to time, required to remain on premises, on duty and/or on call.  
27 PLAINTIFFS and other CALIFORNIA CLASS members were also not provided with one-hour  
28 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS’ inadequate

1 staffing, PLAINTIFFS and other CALIFORNIA CLASS members were from time to time denied  
2 their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

3 **C. Unreimbursed Business Expenses**

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

15 23. In the course of their employment, DEFENDANTS required PLAINTIFFS and  
16 other CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell  
17 phones and personal vehicles, as a result of and in furtherance of their job duties. Specifically,  
18 PLAINTIFFS and other CALIFORNIA CLASS members were required to use their personal cell  
19 phones and personal vehicles in order to perform work related tasks. However, DEFENDANTS  
20 unlawfully failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS members for the  
21 use of their personal cell phones and personal vehicles. As a result, in the course of their  
22 employment with DEFENDANTS, PLAINTIFFS and other CALIFORNIA CLASS members  
23 incurred unreimbursed business expenses that included, but were not limited to, costs related to  
24 the use of their personal cell phones and personal vehicles, all on behalf of and for the benefit of  
25 DEFENDANTS.

26 **D. Wage Statement Violations**

27 24. California Labor Code Section 226 requires an employer to furnish its employees an  
28 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours

1 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
2 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
3 name of the employee and only the last four digits of the employee's social security number or an  
4 employee identification number other than a social security number, (8) the name and address of  
5 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
6 period and the corresponding number of hours worked at each hourly rate by the employee.

7 25. From time to time during the CLASS PERIOD, when PLAINTIFFS and other  
8 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed  
9 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed  
10 to provide PLAINTIFFS and other CALIFORNIA CLASS members with complete and accurate  
11 wage statements which failed to show, among other things, all deductions, the total hours worked  
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
13 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest  
14 periods.

15 26. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
16 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with  
17 California Labor Code Section 226.

18 27. As a result, DEFENDANTS issued PLAINTIFFS and other CALIFORNIA CLASS  
19 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,  
20 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an  
21 unintentional payroll error due to clerical or inadvertent mistake.

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

23 28. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and  
24 continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS  
25 for all hours worked.

26 29. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
27 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
28 work, including but not limited to, undergoing COVID-19 health screenings, sending and receiving

1 work-related communications, clocking in and out, and laundering workplace linens. This resulted  
2 in PLAINTIFFS and other CALIFORNIA CLASS members having to work while off-the-clock.

3 30. DEFENDANTS directed and directly benefited from the undercompensated off-the-  
4 clock work performed by PLAINTIFFS and the other CALIFORNIA CLASS members.

5 31. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
6 assignments, and employment conditions of PLAINTIFFS and the other CALIFORNIA CLASS  
7 members.

8 32. DEFENDANTS were able to track the amount of time PLAINTIFFS and the other  
9 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to  
10 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all  
11 wages earned and owed for all the work they performed.

12 33. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-  
13 exempt employees, subject to the requirements of the California Labor Code.

14 34. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other  
15 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed  
16 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the  
17 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight  
18 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

19 35. DEFENDANTS knew or should have known that PLAINTIFFS' and the other  
20 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

21 36. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS  
22 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit  
23 for the time spent working while off-the-clock, including but not limited to, undergoing COVID-  
24 19 health screenings, sending and receiving work-related communications, clocking in and out, and  
25 laundering workplace linens. DEFENDANTS' uniform policy and practice to not pay  
26 PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all hours worked in  
27 accordance with applicable law is evidenced by DEFENDANTS' business records.

28

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

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

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

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

22 40. However, from time to time, when calculating the regular rate of pay in those pay  
23 periods where PLAINTIFFS and other CALIFORNIA CLASS members worked overtime, double  
24 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
25 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus  
26 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked  
27 rather than just all non-overtime hours worked. Management and supervisors described the  
28 incentive/bonus program to potential and new employees as part of the compensation package. As

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

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

22 **G. Unlawful Deductions**

23 42. DEFENDANTS, from time-to-time, unlawfully deducted wages from  
24 PLAINTIFFS’ and CALIFORNIA CLASS members’ pay without explanations and without  
25 authorization to do so or notice to PLAINTIFFS and the CALIFORNIA CLASS members. As a  
26 result, DEFENDANTS violated Labor Code Section 221.

27  
28 ///

1 **H. Timekeeping Manipulation**

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

11 44. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from  
12 time to time, forfeited time worked by working without their time being accurately recorded and  
13 without compensation at the applicable pay rates.

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

22 46. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS  
23 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit  
24 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and  
25 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all  
26 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business  
27 records.

28

1     **I. Unlawful Rounding Practices**

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

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

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

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

26           50.     Pursuant to California Labor Code Section 201, “If an employer discharges an  
27    employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”  
28    Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his

1 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
2 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
3 entitled to his or her wages at the time of quitting.” PLAINTIFFS and the CALIFORNIA CLASS  
4 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
5 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
6 and 202.

7 51. As such, PLAINTIFFS demand up to thirty days of pay as penalty for not timely  
8 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
9 employment ended during the CLASS PERIOD.

10 **K. Sick Pay Violations**

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

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

24 **L. Tip Pooling**

25 54. During the CALIFORNIA CLASS period, pursuant to DEFENDANTS’ company  
26 policies and practices, PLAINTIFFS and other CALIFORNIA CLASS members were forced to  
27 forfeit gratuities left for them by customers to DEFENDANTS’ agents who provided no service to  
28 the customers that resulted in the gratuity.

1           55. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other  
2 CALIFORNIA CLASS members were in the “chain of service” and earned gratuities based on their  
3 service for their customers. However, PLAINTIFFS and CALIFORNIA CLASS members were  
4 forced to forfeit portions of their gratuities, which said gratuities were kept by DEFENDANTS’  
5 employees who were not in the chain of service from which the gratuity resulted. PLAINTIFFS and  
6 other CALIFORNIA CLASS members contend that any gratuities kept by DEFENDANTS’ non-  
7 service employees were illegal and in violation of California law because PLAINTIFFS and other  
8 CALIFORNIA CLASS members provided the service for to whom the gratuity should have been  
9 paid.

10           56. California Labor Code Section 351 establishes the requirements for an employer  
11 regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees.  
12 California Labor Code Section 351 expressly prohibits employers and their agents from collecting,  
13 taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term  
14 “gratuity” as including any money that has been paid or given or left for an employee by a patron  
15 of a business over and above the actual amount due the business for services rendered or for goods,  
16 food, drink or articles sold or served to such patron. Labor Code § 353 requires employers to keep  
17 accurate records of all gratuities they receive, directly or indirectly.

18           57. Although tip pooling is not expressly prohibited by the Labor Code, employees who  
19 mandate tip pooling must only distribute pooled tips to employees in the “chain of service.” By  
20 distributing tips to employees who were not in the “chain of service,” DEFENDANTS have violated  
21 and continue to violate the legal requirements for handling pooled tips.

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

23           58. On May 19, 2025, PLAINTIFFS caused written requests via certified mail to be  
24 delivered to DEFENDANTS for PLAINTIFFS’ personnel and employment records, including but  
25 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)  
26 PLAINTIFFS’ complete employment files.

27           59. DEFENDANTS failed to provide and/or make available to PLAINTIFFS their  
28 personnel records, payroll records, employment contract, and entire employment files within thirty

1 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,  
2 DEFENDANTS have still failed to pay PLAINTIFFS the statutory penalty in the amount of \$750.  
3 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide  
4 PLAINTIFFS with their employment files. Section 1198.5 states that employees (and former  
5 employees) have the right to inspect personnel records maintained by the employer “related to the  
6 employee’s performance or to any grievance concerning the employee.” Employers must allow  
7 inspection or copying within thirty (30) days of the request. PLAINTIFFS are now entitled to and  
8 request injunctive relief to obtain compliance with California Labor Code Section 1198.5, a  
9 statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

10 60. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to  
11 take off-duty meal and rest breaks and were not fully relieved of duty for their rest and meal  
12 periods. PLAINTIFFS were required to perform work as ordered by DEFENDANTS for more  
13 than five (5) hours during a shift without receiving an off-duty meal break. Further,  
14 DEFENDANTS failed to provide PLAINTIFFS with a second off-duty meal period each workday  
15 in which they were required by DEFENDANTS to work ten (10) hours of work. When  
16 DEFENDANTS provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain  
17 on premises, on-duty and on-call for the rest break. DEFENDANTS’ policy caused PLAINTIFFS  
18 to remain on premises, on-call and on-duty during what was supposed to be their off-duty meal  
19 periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation  
20 and in accordance with DEFENDANTS’ strict corporate policy and practice. Moreover,  
21 DEFENDANTS also provided PLAINTIFFS with paystubs that failed to comply with California  
22 Labor Code Section 226. Further, DEFENDANTS also failed to reimburse PLAINTIFFS for  
23 required business expenses related to the personal expenses incurred for the use of their personal  
24 cell phones and personal vehicles, on behalf of and in furtherance of their employment with  
25 DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make available to  
26 PLAINTIFFS their personnel records, payroll records, employment contracts, and entire  
27 employment files within (30) days of all their requests on May 19, 2025. To date, DEFENDANTS  
28 have not fully paid PLAINTIFFS the minimum, overtime and double time compensation still owed

1 to them, or any penalty wages owed to them under California Labor Code Section 203. The amount  
2 in controversy for PLAINTIFFS individually do not exceed the sum or value of \$75,000.

3 **CLASS ACTION ALLEGATIONS**

4 61. PLAINTIFFS bring this Class Action on behalf of PLAINTIFFS, and a California  
5 class defined as all persons who are or previously were employed by Defendant Volume Services  
6 and/or Defendant Sodexo in California and classified as non-exempt employees (the  
7 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing  
8 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

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

16 63. The members of the class are so numerous that joinder of all class members is  
17 impractical.

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

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

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

27 65. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as  
28 a result of DEFENDANTS’ conduct and actions alleged herein.

1           66. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and  
2 PLAINTIFFS have the same interests as the other members of the class.

3           67. PLAINTIFFS will fairly and adequately represent and protect the interests of the  
4 CALIFORNIA CLASS members.

5           68. PLAINTIFFS retained able class counsel with extensive experience in class action  
6 litigation.

7           69. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the  
8 interest of the other CALIFORNIA CLASS members.

9           70. There is a strong community of interest among PLAINTIFFS and the members of  
10 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are  
11 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
12 sustained.

13           71. The questions of law and fact common to the CALIFORNIA CLASS members  
14 predominate over any questions affecting only individual members, including legal and factual  
15 issues relating to liability and damages.

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

- 23           a. Inconsistent or varying adjudications with respect to individual members of the  
24           CALIFORNIA CLASS which would establish incompatible standards of conduct  
25           for the parties opposing the CALIFORNIA CLASS; and/or,
- 26           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
27           which would, as a practical matter, be dispositive of the interests of the other  
28

1 members not party to the adjudication or substantially impair or impeded their ability  
2 to protect their interests.

3 73. Class treatment provides manageable judicial treatment calculated to bring an  
4 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the  
5 conduct of DEFENDANTS.

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Business Practices**

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

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

10 74. PLAINTIFFS, 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 75. DEFENDANTS are each a “person” as that term is defined under California  
14 Business and Professions Code Section 17021.

15 76. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)  
16 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section  
17 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
18 competition as follows:

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

26 77. By the conduct alleged herein, DEFENDANTS have engaged and continue to  
27 engage in business practices which violate California law, including but not limited to, the  
28 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
including Sections 201, 202, 203, 204, 210, 226.7, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198,  
and 2802, for which this Court should issue declaratory and other equitable relief pursuant to  
California Business and Professions Code Section 17203 as may be necessary to prevent and

1 remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully  
2 withheld.

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

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

17 80. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
18 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFFS and the  
19 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
20 DEFENDANTS.

21 81. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
22 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
23 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as  
24 required by California Labor Code Sections 226.7 and 512.

25 82. Therefore, PLAINTIFFS demand on behalf of PLAINTIFFS and on behalf of each  
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
27 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each  
28

1 workday in which a second off-duty meal period was not timely provided for each ten (10) hours  
2 of work.

3 83. PLAINTIFFS further demand on behalf of PLAINTIFFS and on behalf of each  
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
5 not timely provided as required by law.

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

12 85. All the acts described herein as violations of, among other things, the Industrial  
13 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
14 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
15 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
16 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

22 87. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further  
23 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and  
24 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in  
25 any unlawful and unfair business practices in the future.

26 PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy  
27 and/or adequate remedy at law that will end the unlawful and unfair business practices of  
28 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a

1 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other  
2 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
3 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
4 unlawful and unfair business practices.

5 **SECOND CAUSE OF ACTION**

6 **Failure To Pay Minimum Wages**

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

8 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)**

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

12 89. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim for  
13 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
14 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
15 minimum wages to PLAINTIFFS and CALIFORNIA CLASS members.

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

18 91. California Labor Code Section 1197 provides the minimum wage for employees  
19 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less  
20 wage than the minimum so fixed is unlawful.

21 92. California Labor Code Section 1194 establishes an employee's right to recover  
22 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
23 of suit.

24 93. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFFS and the  
25 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
26 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
27 intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the  
28 CALIFORNIA CLASS.

1           94. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
3 a uniform policy and practice that denies accurate compensation to PLAINTIFFS and the other  
4 members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

14           97. During the CLASS PERIOD, PLAINTIFFS and the other members of the  
15 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
16 failure to pay all earned wages.

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

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



1 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all  
2 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve  
3 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

14 107. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS members  
15 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time  
16 they worked, including overtime work.

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

24 109. In committing these violations of the California Labor Code, DEFENDANTS  
25 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
26 PLAINTIFFS and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal  
27 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
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1 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
2 regulations.

3 110. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct  
5 overtime compensation for their time worked for DEFENDANTS.

6 111. California Labor Code Section 515 sets out various categories of employees who are  
7 exempt from the overtime requirements of the law. None of these exemptions are applicable to  
8 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and the  
9 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
10 agreement that would preclude the causes of action contained herein this Complaint. Rather,  
11 PLAINTIFFS bring this Action on behalf of PLAINTIFFS and the CALIFORNIA CLASS based  
12 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of  
13 California.

14 112. During the CLASS PERIOD, PLAINTIFFS and the other members of the  
15 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
16 a failure to pay all earned wages.

17 113. DEFENDANTS failed to accurately pay PLAINTIFFS and the other members of the  
18 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
19 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and  
20 1198, even though PLAINTIFFS and the other members of the CALIFORNIA CLASS were  
21 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which  
22 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business  
23 records and witnessed by employees.

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

1           115. DEFENDANTS knew or should have known that PLAINTIFFS and the other  
2 members of the CALIFORNIA CLASS were undercompensated for their time worked.  
3 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
4 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
5 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
6 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages for  
7 their overtime worked.

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

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

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

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

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

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

10 126. PLAINTIFFS, 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.

13 127. California Labor Code Section 226 provides that an employer must furnish  
14 employees with an “accurate itemized” statement in writing showing:

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

- 3 h. the name and address of the legal entity that is the employer, and
- 4 i. all applicable hourly rates in effect during the pay period and the corresponding  
5 number of hours worked at each hourly rate by the employee.

6 128. When DEFENDANTS did not accurately record PLAINTIFFS' and other  
7 CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed  
8 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated  
9 California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFFS and  
10 other CALIFORNIA CLASS members with complete and accurate wage statements which failed  
11 to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the  
12 total hours worked and all applicable hourly rates in effect during the pay period and the  
13 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty  
14 payments or missed meal and rest periods.

15 129. In addition to the foregoing, DEFENDANTS failed to provide itemized wage  
16 statements to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the  
17 requirements of California Labor Code Section 226(a)(1)-(9).

18 130. DEFENDANTS knowingly and intentionally failed to comply with California Labor  
19 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFFS and the other members  
20 of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended  
21 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
22 taxes which were not properly paid to state and federal tax authorities. These damages are difficult  
23 to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may  
24 elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the  
25 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
26 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial  
27 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective  
28 member of the CALIFORNIA CLASS herein).





1 job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure  
2 was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses  
3 resulting from the use of their personal cell phones and personal vehicles within the course and  
4 scope of their employment for DEFENDANTS. These expenses were necessary to complete their  
5 principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any  
6 waiver of this expectation. Although these expenses were necessary expenses incurred by  
7 PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and  
8 reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an  
9 employer is required to do under the laws and regulations of California.

10 142. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred  
11 by them and the CALIFORNIA CLASS members in the discharge of their job duties for  
12 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the  
13 statutory rate and costs under California Labor Code Section 2802.

14 **NINTH CAUSE OF ACTION**

15 **Failure to Pay Statutory Gratuities**

16 **(Cal. Lab. Code § 351, *et seq.*)**

17 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)**

18 143. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and  
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
20 Complaint.

21 144. DEFENDANTS' conduct, as set forth above, in failing to remit to non-managerial  
22 employees the total proceeds of gratuities added to customers' bills constitutes a violation of  
23 California Labor Code Section 351. This violation is enforceable pursuant to the California Unfair  
24 Competition Law, Cal. Bus. And Prof. Code 17200 *et seq.* DEFENDANTS' conduct constitutes  
25 unlawful, unfair, and/or fraudulent business acts or practices, in that DEFENDANTS have violated  
26 California Labor Code Section 351 in not remitting to the non-managerial service employees the  
27 total gratuities that were charged to customers.

1 145. As a proximate result of the aforementioned violations, PLAINTIFFS and  
2 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial,  
3 including the loss of gratuities to which they were entitled and seek all wages earned and due,  
4 interest, penalties, expenses and costs of suit.

5 **TENTH CAUSE OF ACTION**

6 **Failure To Permit Inspection of Employee Records**

7 **(Cal. Lab. § 1198.5)**

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

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

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

16 148. On May 19, 2025, PLAINTIFFS caused written requests via certified mail to be  
17 delivered to DEFENDANTS for PLAINTIFFS’ personnel and employment records, including but  
18 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)  
19 PLAINTIFFS’ complete employment files.

20 149. DEFENDANTS failed to provide and/or make available to PLAINTIFFS their  
21 personnel records, payroll records, employment contract, and entire employment files within thirty  
22 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,  
23 DEFENDANTS have still failed to pay PLAINTIFFS the statutory penalty in the amount of \$750.

24 150. PLAINTIFFS are now entitled to and request injunctive relief to obtain compliance  
25 with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys’ fees and costs  
26 for bringing this action.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS pray for a judgment against all DEFENDANTS, jointly and  
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

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

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and  
17 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action  
18 pursuant to California Code of Civil Procedure Section 382;  
19 b. Compensatory damages, according to proof at trial, including compensatory  
20 damages for overtime compensation due to PLAINTIFFS and the other members  
21 of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest  
22 thereon at the statutory rate;  
23 c. Meal and rest period compensation pursuant to California Labor Code Sections  
24 226.7, 512 and the applicable IWC Wage Order;  
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
26 which a violation occurs and one hundred dollars (\$100) per each member of the  
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding  
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

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violation of California Labor Code Section 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 California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Tenth Cause of Action

- a. For an award of statutory damages as plead pursuant to Labor Code § 1198.5
- b. For an injunction compelling production of Plaintiffs’ employment records pursuant to Labor Code §1198.5.

4. 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, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: June 26, 2025

**JCL LAW FIRM, APC**

By: Perssia Razma  
Perssia Razma, Esq.  
Attorney for PLAINTIFFS

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**DEMAND FOR A JURY TRIAL**

PLAINTIFFS demand a jury trial on issues triable to a jury.

DATED: June 26, 2025

**JCL LAW FIRM, APC**

By: *Perssia Razma*  
Perssia Razma, Esq.  
Attorney for PLAINTIFFS