

**SUMMONS
(CITACION JUDICIAL)**

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

E-FILED
5/6/2026 7:47 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
26CV493374
Reviewed By: T. Flores
Envelope: 23634609

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

ACTION DAY NURSERIES & PRIMARY PLUS, INC. dba ACTION DAY SCHOOLS, a California corporation; and DOES 1-50, Inclusive,

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

YOLANDA LEDEZMA CERVANTES, an individual, on behalf of Plaintiff, 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), 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. **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), 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.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): Santa Clara Superior Court
Downtown Superior Court - 191 North First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso): 26CV493374

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):
Shani O. Zakay, Esq.; Zakay Law Group, APLC - 3110 Camino Del Rio S, Suite 308, San Diego, CA 92108; T:(619) 255-9047

DATE: 5/6/2026 7:47 PM Clerk of Court Clerk, by T. Flores, Deputy
(Fecha) (Secretario) (Adjunto)

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



NOTICE TO THE PERSON SERVED: You are served

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

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5/6/2026 7:47 PM

Clerk of Court

Superior Court of CA,

County of Santa Clara

26CV493374

Reviewed By: T. Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

YOLANDA LEDEZMA CERVANTES, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Plaintiff,

v.

ACTION DAY NURSERIES & PRIMARY PLUS, INC. dba ACTION DAY SCHOOLS, a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 26CV493374

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;

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- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 - 9) FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE §§ 226, 432, 1198.5 AND THE APPLICABLE IWC WAGE ORDER.

DEMAND FOR A JURY TRIAL

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

PRELIMINARY ALLEGATIONS

1. Defendant ACTION DAY NURSERIES & PRIMARY PLUS, INC. dba ACTION DAY SCHOOLS (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS own and operate private schools in California, including in the County of Santa Clara, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from January of 2002 to May of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

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

5. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California class, defined as all persons who are or previously were employed by DEFENDANTS in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the

1 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
2 determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate
3 claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

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

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

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

1 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
2 DEFENDANTS' agents, servants and/or employees.

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

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

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

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

21 **JURISDICTION AND VENUE**

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

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

3 **THE CONDUCT**

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

24 **A. Meal Period Violations**

25 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
26 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
27 meaning the time during which an employee is subject to the control of an employer, including all
28 the time the employee is suffered or permitted to work. From time to time during the CLASS

1 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
2 without paying them for all the time they were under DEFENDANTS' control. Specifically,
3 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
4 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
5 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
6 forfeited 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' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
9 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

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

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1 **B. Rest Period Violations**

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

16 **C. Unreimbursed Business Expenses**

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

1 20. In the course of their employment, DEFENDANTS required PLAINTIFF and other
2 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
3 phones and purchase of work uniforms, as a result of and in furtherance of their job duties.
4 Specifically, PLAINTIFF and other CALIFORNIA CLASS members were required to use their
5 personal cell phones, in order to perform work related tasks. However, DEFENDANTS
6 unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use
7 of their personal cell phones and purchase of work uniforms. As a result, in the course of their
8 employment with DEFENDANTS, PLAINTIFF and other CALIFORNIA CLASS members
9 incurred unreimbursed business expenses that included, but were not limited to, costs related to
10 the use of their personal cell phones and purchase of work uniforms, all on behalf of and for the
11 benefit of DEFENDANTS.

12 **D. Wage Statement Violations**

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

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

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

4 24. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
5 members with wage statements that violate California Labor Code section 226(a)(1)-(9). Further,
6 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
7 unintentional payroll error due to clerical or inadvertent mistake.

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

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

12 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
13 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
14 work, including but not limited to, undergoing pre-shift Covid-19 screenings and performing
15 cleaning and laundering duties. This resulted in PLAINTIFF and other CALIFORNIA CLASS
16 members having to work while off-the-clock.

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

19 28. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
20 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
21 members.

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

26 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
27 employees, subject to the requirements of the California Labor Code.
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1 31. DEFENDANTS’ policies and practices deprived PLAINTIFF and the other
2 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
3 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
4 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
5 (8) hours per day, DEFENDANTS’ policies and practices also deprived them of overtime pay.

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

8 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
9 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and benefit
10 for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift
11 Covid-19 screenings and performing cleaning and laundering duties. DEFENDANTS’ uniform
12 policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages
13 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS’ business
14 records.

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

17 34. From time to time during the CLASS PERIOD, DEFENDANTS failed and
18 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
19 members for their overtime and double time hours worked, meal and rest period premiums, and
20 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
21 forfeited wages due to them for working overtime without compensation at the correct overtime
22 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
23 DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS members at
24 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
25 pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

26 35. State law provides that employees must be paid overtime at one-and-one-half times
27 their “regular rate of pay.” PLAINTIFF and other CALIFORNIA CLASS members were
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1 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
2 performance.

3 36. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
4 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
5 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
6 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
7 paid on an hourly basis with bonus compensation when the employees met the various performance
8 goals set by DEFENDANTS.

9 37. However, from time to time, when calculating the regular rate of pay in those pay
10 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
11 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
12 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
13 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
14 rather than just all non-overtime hours worked. Management and supervisors described the
15 incentive/bonus program to potential and new employees as part of the compensation package. As
16 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
17 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
18 a systematic underpayment of overtime and double time compensation, meal and rest period
19 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
20 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
21 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
22 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
23 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
24 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
25 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
26 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
27 204.

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

10 **G. Unlawful Deductions**

11 39. DEFENDANTS, from time-to-time, unlawfully deducted wages from
12 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanation and without
13 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
14 result, DEFENDANTS violated Labor Code Section 221.

15 **H. Timekeeping Manipulation**

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

25 41. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
26 time to time, forfeited time worked by working without their time being accurately recorded and
27 without compensation at the applicable pay rates.
28

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

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

14 **I. Unlawful Rounding Practices**

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

27 45. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
28 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time

1 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
2 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
3 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
4 duty meal break.

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

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

11 47. Pursuant to California Labor Code Section 201, "If an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
13 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
14 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
15 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
16 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
17 members were, from time to time, not timely provided the wages earned and unpaid at the time of
18 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
19 and 202.

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

23 **K. Sick Pay Violations**

24 49. California Labor Code Section 246(a)(1) mandates that "An employee who, on or
25 after July 1, 2015, works in California for the same employer for 30 or more days within a year
26 from the commencement of employment is entitled to paid sick days as specified in this section."
27 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
28 From time to time, DEFENDANTS failed to have a policy or practice in place to provide

1 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
2 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
3 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

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

9 **L. Reporting Time Violations**

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

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

27 52. On June 17, 2025, PLAINTIFF caused a written request via certified mail to be
28 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including but

1 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
2 records; and (5) PLAINTIFF'S complete employment file.

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

24 54. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
25 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
26 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
27 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
28 provide PLAINTIFF with a second off-duty meal period each workday in which they were required

1 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
2 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the
3 rest break. DEFENDANTS' policy caused PLAINTIFF to remain on premises, on-call and on-
4 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited
5 meal and rest breaks without additional compensation and in accordance with DEFENDANTS'
6 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with
7 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
8 also failed to reimburse PLAINTIFF for required business expenses related to the personal
9 expenses incurred for the use of their personal cell phone, on behalf of and in furtherance of their
10 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make
11 available to PLAINTIFF their personnel records, payroll records, time records, employment
12 contracts, and entire employment file within thirty (30) days of all their request on June 17, 2025.
13 To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
14 compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF under
15 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does
16 not exceed the sum or value of \$75,000.

17 **CLASS ACTION ALLEGATIONS**

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

23 56. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
24 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
25 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
26 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
27 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
28

1 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
2 expenses.

3 57. The members of the class are so numerous that joinder of all class members is
4 impractical.

5 58. Common questions of law and fact regarding DEFENDANTS' conduct, including
6 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
7 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
8 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
9 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
10 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
11 overtime, exist as to all members of the class and predominate over any questions affecting solely
12 any individual members of the class. Among the questions of law and fact common to the class are:

- 13 a. Whether DEFENDANTS maintained legally compliant meal period policies and
14 practices;
- 15 b. Whether DEFENDANTS maintained legally compliant rest period policies and
16 practices;
- 17 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
18 members accurate premium payments for missed meal and rest periods;
- 19 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
20 members accurate overtime wages;
- 21 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
22 members at least minimum wage for all hours worked;
- 23 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
24 CLASS members for required business expenses;
- 25 g. Whether DEFENDANTS issued legally compliant wage statements;
- 26 h. Whether DEFENDANTS committed an act of unfair competition by systematically
27 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
28 CLASS for all time worked;

- 1 i. Whether DEFENDANTS committed an act of unfair competition by systematically
2 failing to record all meal and rest breaks missed by PLAINTIFF and other
3 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
4 of this work, required employees to perform this work and permits or suffers to
5 permit this work;
- 6 j. Whether DEFENDANTS committed an act of unfair competition in violation of
7 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
8 failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS
9 with the legally required meal and rest periods.

10 59. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
11 result of DEFENDANTS’ conduct and actions alleged herein.

12 60. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and
13 PLAINTIFF has the same interests as the other members of the class.

14 61. PLAINTIFF will fairly and adequately represent and protect the interests of the
15 CALIFORNIA CLASS members.

16 62. PLAINTIFF retained able class counsel with extensive experience in class action
17 litigation.

18 63. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the
19 interest of the other CALIFORNIA CLASS members.

20 64. There is a strong community of interest among PLAINTIFF and the members of the
21 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are
22 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
23 sustained.

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

27 66. A class action is superior to other available methods for the fair and efficient
28 adjudication of this controversy because joinder of all class members is impractical. Moreover,

1 since the damages suffered by individual members of the class may be relatively small, the expense
2 and burden of individual litigation makes it practically impossible for the members of the class
3 individually to redress the wrongs done to them. Without class certification and determination of
4 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
5 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of the
7 CALIFORNIA CLASS which would establish incompatible standards of conduct
8 for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
10 which would, as a practical matter, be dispositive of the interests of the other
11 members not party to the adjudication or substantially impair or impede their ability
12 to protect their interests.

13 67. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
15 conduct of DEFENDANTS.

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Business Practices**

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

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

20 68. 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 69. DEFENDANTS are each a “person” as that term is defined under California
24 Business and Professions Code Section 17201.

25 70. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
26 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
27 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
28 competition as follows:

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

8 71. By the conduct alleged herein, DEFENDANTS have engaged and continue to
9 engage in business practices which violate California law, including but not limited to, the
10 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
11 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
12 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
13 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
14 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

74. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the

1 other members of the CALIFORNIA CLASS to be underpaid during their employment with
2 DEFENDANTS.

3 75. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
4 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
5 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
6 required by California Labor Code Sections 226.7 and 512.

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

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

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

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

26 80. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
27 and do, seek such relief as may be necessary to restore to them the money and property which
28 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the

1 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
2 business practices, including earned but unpaid wages for all time worked.

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

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

14 **SECOND CAUSE OF ACTION**

15 **Failure To Pay Minimum Wages**

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

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

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

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

27
28

1 86. California Labor Code Section 1197 provides the minimum wage for employees
2 fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser
3 wage than the minimum so fixed is unlawful.

4 87. California Labor Code Section 1194 establishes an employee's right to recover
5 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
6 of suit.

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

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

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

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

25 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
27 failure to pay all earned wages.
28

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

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

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

21 96. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
22 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
23 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
24 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
25 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
26 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
27 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
28 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.

1 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
2 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
3 costs.

4 **THIRD CAUSE OF ACTION**

5 **Failure To Pay Overtime Compensation**

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

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

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

16 99. 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.

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

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

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

1 103. 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 failed to accurately record overtime worked by PLAINTIFF and
4 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
5 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
6 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
7 forty (40) hours in any workweek.

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

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

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

25 107. During the CLASS PERIOD, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
27 a failure to pay all earned wages.
28

1 108. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
2 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
3 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
4 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
5 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
6 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
7 records and witnessed by employees.

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

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

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

28

1 112. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
2 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
3 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
4 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
5 owed to the CALIFORNIA CLASS members who have terminated their employment,
6 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
7 therefore these individuals are also entitled to waiting time penalties under California Labor Code
8 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful,
9 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
10 are entitled to seek and recover statutory costs.

11 **FOURTH CAUSE OF ACTION**

12 **Failure To Provide Required Meal Periods**

13 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

18 114. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
19 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
20 required by the applicable Wage Order and Labor Code. The nature of the work performed by
21 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
22 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
23 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
24 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
25 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
26 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
27 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
28 a second off-duty meal period in some workdays in which these employees were required by

1 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of
2 the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in
3 accordance with DEFENDANTS' strict corporate policy and practice.

4 115. DEFENDANTS further violated California Labor Code Section 226.7 and the
5 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
6 members who were not provided a meal period, in accordance with the applicable Wage Order, one
7 additional hour of compensation at each employee's regular rate of pay for each workday that a
8 meal period was not provided.

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

12 **FIFTH CAUSE OF ACTION**

13 **Failure To Provide Required Rest Periods**

14 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

1 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage
2 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the
3 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by
4 DEFENDANTS' business records.

5 119. DEFENDANTS further violated California Labor Code Sections 226.7 and the
6 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
7 members who were not provided a rest period, in accordance with the applicable Wage Order, one
8 additional hour of compensation at each employee's regular rate of pay for each workday that rest
9 period was not provided.

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

13 **SIXTH CAUSE OF ACTION**

14 **Failure To Provide Accurate Itemized Statements**

15 **(Cal. Lab. Code § 226)**

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

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

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

- 22 a. gross wages earned,
23 b. total hours worked by the employee, except for any employee whose compensation
24 is solely based on a salary and who is exempt from payment of overtime under
25 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
26 Commission,
27 c. the number of piece-rate units earned and any applicable piece rate if the employee
28 is paid on a piece-rate basis,

- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her Social Security number, except that by January 1, 2008, only the last four digits of his or her Social Security number or an employee identification number other than Social Security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

125. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult

1 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
2 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
3 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
4 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
5 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
6 member of the CALIFORNIA CLASS herein).

7 **SEVENTH CAUSE OF ACTION**

8 **Failure To Pay Wages When Due**

9 **(Cal. Lab. Code § 203)**

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

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

14 127. California Labor Code Section 200 provides that:

15 As used in this article:

- 16 (d) "Wages" includes all amounts for labor performed by employees of every
17 description, whether the amount is fixed or ascertained by the standard of time,
18 task, piece, commission basis, or other method of calculation.
19 (e) "Labor" includes labor, work, or service whether rendered or performed under
20 contract, subcontract, partnership, station plan, or other agreement if the labor to
21 be paid for is performed personally by the person demanding payment.

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

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

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

1 130. There was no definite term in PLAINTIFF’S or any CALIFORNIA CLASS
2 members’ employment contract.

3 131. California Labor Code Section 203 provides:

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

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

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

18 **EIGHTH CAUSE OF ACTION**

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

20 **(Cal. Lab. Code § 2802)**

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

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

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

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

136. From time to time during the CLASS PERIOD, DEFENDANTS violated California
Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the

1 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
2 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
3 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
4 their personal cell phones and purchase of work uniforms, all on behalf of and for the benefit of
5 DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA
6 CLASS members to use their personal cell phones, to execute their essential job duties on behalf
7 of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse
8 PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their
9 personal cell phones and purchase of work uniforms, within the course and scope of their
10 employment for DEFENDANTS. These expenses were necessary to complete their principal job
11 duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this
12 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
13 CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF
14 and the CALIFORNIA CLASS members for these expenses as an employer is required to do under
15 the laws and regulations of California.

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

20 NINTH CAUSE OF ACTION

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

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

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

24 138. 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.

27 139. Labor Code Section 226(b) requires employers to make payroll records available to
28 employees upon reasonable request. Labor Code Section 226(c) further requires that the employer

1 comply with the request for records as soon as practicable, but no later than twenty-one (21)
2 calendar days from the date of request.

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

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

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

12 143. On June 17, 2025, PLAINTIFF caused a written request via certified mail to be
13 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including but
14 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
15 records; and (5) PLAINTIFF’S complete employment file.

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

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

23 **PRAYER FOR RELIEF**

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

26 1. On behalf of the CALIFORNIA CLASS:

27 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
28 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;

- 1 b. An order temporarily, preliminarily and permanently enjoining and restraining
2 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- 3 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
4 unlawfully withheld from compensation due to PLAINTIFF and the other members
5 of the CALIFORNIA CLASS; and
- 6 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
7 for restitution of the sums incidental to DEFENDANTS' violations due to
8 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
- 9 2. On behalf of the CALIFORNIA CLASS:
- 10 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
11 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action
12 pursuant to California Code of Civil Procedure Section 382;
- 13 b. Compensatory damages, according to proof at trial, including compensatory
14 damages for overtime compensation due to PLAINTIFF and the other members of
15 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
16 thereon at the statutory rate;
- 17 c. Meal and rest period compensation pursuant to California Labor Code Sections
18 226.7, 512 and the applicable IWC Wage Order;
- 19 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
20 which a violation occurs and one hundred dollars (\$100) per each member of the
21 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
22 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
23 violation of California Labor Code Section 226;
- 24 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
25 penalty from the due date thereof at the same rate until paid or until an action
26 therefor is commenced, in accordance with California Labor Code Section 203.
- 27 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
28 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

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3. On the Ninth Cause of Action

- a. For an award of statutory damages as pled pursuant to Labor Code §§ 226 and 1198.5.
- b. For an injunction compelling production of PLAINTIFF’S employment records pursuant to Labor Code §§ 226, 432 and 1198.5 and the applicable IWC Wage Order.

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: May 6, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

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

DATED: May 6, 2026

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorney for PLAINTIFF