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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

TYRA JONES, an individual, on behalf of
Plaintiff, and on behalf of all persons similarly
situated,

Plaintiff,

v.

DEVONSHIRE CARE CENTER, LLC, a
Delaware limited liability company; and DOES
1-50, Inclusive,

Defendants.

Case No.: **CVRI 2603333**

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;

DEMAND FOR A JURY TRIAL

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

4 **PRELIMINARY ALLEGATIONS**

5 1. Defendant DEVONSHIRE CARE CENTER, LLC (“DEFENDANT” and/or
6 “DEFENDANTS”) is a Delaware limited liability company that at all relevant times mentioned
7 herein conducted and continues to conduct substantial and regular business throughout California.

8 2. DEFENDANTS own and operate a skilled nursing facility in California, including
9 in the County of Riverside, where PLAINTIFF worked.

10 3. PLAINTIFF has been employed by DEFENDANTS in California since May of
11 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal
12 and rest periods and payment of minimum and overtime wages due for all time worked.

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

16 5. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
17 class, defined as all persons who are or previously were employed by DEFENDANTS in California
18 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
19 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
20 determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate
21 claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

22 6. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
23 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
24 CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which failed to lawfully
25 compensate these employees. DEFENDANTS’ uniform policy and practice alleged herein was an
26 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
27 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
28 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining

1 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
2 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
3 past and current unlawful conduct, and all other appropriate legal and equitable relief.

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

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

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

27 10. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
28 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,

1 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
2 employee a wage less than the minimum fixed by California state law, and as such, are subject to
3 civil penalties for each underpaid employee.

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

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

11 **JURISDICTION AND VENUE**

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

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

20 **THE CONDUCT**

21 22 15. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
24 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
25 failed to provide legally compliant meal and rest periods, failed to accurately compensate
26 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
27 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
28 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-

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

14 **A. Meal Period Violations**

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

28

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

21 **B. Rest Period Violations**

22 18. From time to time during the CLASS PERIOD, PLAINTIFF and other
23 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
24 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
25 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
26 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
27 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
28 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest

1 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
2 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
3 members were, from time to time, required to remain on premises, on duty and/or on call. Further,
4 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
5 members to maintain cordless communication devices in order to receive and respond to work-
6 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
7 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
8 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
9 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper
10 rest periods by DEFENDANTS and DEFENDANTS' managers.

11 **C. Unreimbursed Business Expenses**

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

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

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

6 **D. Wage Statement Violations**

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

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

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

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

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

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

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

7 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
8 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
9 work, including but not limited to, sending and receiving work-related communications and
10 assisting with DEFENDANTS' patients. This resulted in PLAINTIFF and other CALIFORNIA
11 CLASS members having to work while off-the-clock.

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

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

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

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

23 31. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
24 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
25 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
26 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
27 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.
28

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

3 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and benefit
5 for the time spent working while off-the-clock, including but not limited to, sending and receiving
6 work-related communications and assisting with DEFENDANTS’ patients. DEFENDANTS’
7 uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS
8 wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS’
9 business records.

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

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

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

25 36. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
26 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
27 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
28 performance for DEFENDANTS. The non-discretionary bonus program provided all employees

1 paid on an hourly basis with bonus compensation when the employees met the various performance
2 goals set by DEFENDANTS.

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

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

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

3 **G. Unlawful Deductions**

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

8 **H. Timekeeping Manipulation**

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

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

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

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

6 **I. Unlawful Rounding Practices**

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

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

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

26 46. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
27 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
28 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
2 rest period premium wages within the permissible time period.

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

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

15 **K. Sick Pay Violations**

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

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

1 **L. Reporting Time Violations**

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

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

1 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
2 also failed to reimburse PLAINTIFF for required business expenses related to the personal
3 expenses incurred for the use of their personal cell phones, vehicles, computers, and home internet,
4 on behalf of and in furtherance of their employment with DEFENDANTS. To date,
5 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
6 compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF under
7 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does
8 not exceed the sum or value of \$75,000.

9 **CLASS ACTION ALLEGATIONS**

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

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

22 55. The members of the class are so numerous that joinder of all class members is
23 impractical.

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

1 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
2 overtime, exist as to all members of the class and predominate over any questions affecting solely
3 any individual members of the class. Among the questions of law and fact common to the class are:

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

1 57. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
2 result of DEFENDANTS' conduct and actions alleged herein.

3 58. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and
4 PLAINTIFF has the same interests as the other members of the class.

5 59. PLAINTIFF will fairly and adequately represent and protect the interests of the
6 CALIFORNIA CLASS members.

7 60. PLAINTIFF retained able class counsel with extensive experience in class action
8 litigation.

9 61. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
10 interest of the other CALIFORNIA CLASS members.

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

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

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

- 25 a. Inconsistent or varying adjudications with respect to individual members of the
26 CALIFORNIA CLASS which would establish incompatible standards of conduct
27 for the parties opposing the CALIFORNIA CLASS; and/or,
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1 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
2 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
3 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

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

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

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

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

3 75. PLAINTIFF further demands on behalf of PLAINTIFF 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 76. By and through the unlawful and unfair business practices described herein,
7 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
8 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
9 have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
10 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
11 to unfairly compete against competitors who comply with the law.

12 77. 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 78. PLAINTIFF 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 PLAINTIFF 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 79. PLAINTIFF 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 80. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
27 speedy 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, PLAINTIFF 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 PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

9 81. PLAINTIFF, 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 82. PLAINTIFF 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 PLAINTIFF and CALIFORNIA CLASS members.

16 83. 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 84. 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 lesser
20 wage than the minimum so fixed is unlawful.

21 85. 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 86. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF 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 PLAINTIFF and the other members of the
28 CALIFORNIA CLASS.

1 87. 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 PLAINTIFF and the other
4 members of the CALIFORNIA CLASS in regard to minimum wage pay.

5 88. 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 PLAINTIFF 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 89. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
13 minimum wage compensation for their time worked for DEFENDANTS.

14 90. During the CLASS PERIOD, PLAINTIFF 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 91. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
18 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
19 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
20 and will continue to suffer an economic injury in amounts which are presently unknown to them,
21 and which will be ascertained according to proof at trial.

22 92. DEFENDANTS knew or should have known that PLAINTIFF 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 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
28 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 97. 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 98. 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 99. 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.

14 100. During the CLASS PERIOD, PLAINTIFF 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.

17 101. 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 PLAINTIFF and
20 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
21 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
22 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
23 forty (40) hours in any workweek.

24 102. In committing these violations of the California Labor Code, DEFENDANTS
25 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
26 PLAINTIFF 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.

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

6 104. 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 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF 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 in this Complaint. Rather,
11 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
12 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
13 California.

14 105. During the CLASS PERIOD, PLAINTIFF 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.

17 106. DEFENDANTS failed to accurately pay PLAINTIFF 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 PLAINTIFF 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.

24 107. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
25 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
26 amount of overtime they worked, PLAINTIFF 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.

1 108. DEFENDANTS knew or should have known that PLAINTIFF 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 PLAINTIFF
6 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
7 worked.

8 109. 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 PLAINTIFF and the other members of the
12 CALIFORNIA CLASS with a conscious 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.

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

3 118. As a proximate result of the aforementioned violations, PLAINTIFF 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 PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

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

13 120. 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 or an
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1 employee identification number other than Social Security number may be shown
2 on 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.

6 121. When DEFENDANTS did not accurately record PLAINTIFF'S and other
7 CALIFORNIA CLASS members' missed meal and rest breaks, or paid inaccurate missed meal and
8 rest break premiums, or did not pay for all hours worked, DEFENDANTS violated California Labor
9 Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA
10 CLASS members with complete and accurate wage statements which failed to show, among other
11 things, all deductions, the accurate gross wages earned, net wages earned, 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, and correct rates of pay for penalty payments or missed meal and rest
14 periods.

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

18 123. DEFENDANTS knowingly and intentionally failed to comply with California Labor
19 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of
20 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, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
24 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 PLAINTIFF and each respective
28 member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

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

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

8 125. California Labor Code Section 200 provides that:

9 As used in this article:

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

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

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

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

18 If an employee not having a written contract for a definite period quits his or her
19 employment, his or her wages shall become due and payable not later than 72 hours
20 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
21 of quitting. Notwithstanding any other provision of law, an employee who quits without
22 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.

23 128. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
24 members' employment contract.

25 129. California Labor Code Section 203 provides:

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

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

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

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays 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 PLAINTIFF 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 PLAINTIFF 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, and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 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 PLAINTIFF and the other members of
21 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 therefor is commenced, in accordance with California Labor Code Section 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On all claims:

- a. An award of interest, including prejudgment interest at the legal rate;
- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: May 28, 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 28, 2026

ZAKAY LAW GROUP, APLC

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