

**SUMMONS  
(CITACION JUDICIAL)**

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

GOODWILL INDUSTRIES OF SAN DIEGO COUNTY, a California corporation; and DOES 1-50, Inclusive,

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

ISELA JAKELINE CARMEN, an individual, on behalf of herself, and on behalf of all persons similarly situated,

**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

**07/18/2023** at 02:31:56 PM

Clerk of the Superior Court  
By Sophia Felix, Deputy Clerk

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California - San Diego - Hall of Justice Courthouse  
330 West Broadway  
San Diego, CA 92101

CASE NUMBER: 37-2023-00031661-CU-OE-CTL  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shani O. Zakay, Esq. SBN:277924 Tel: (619) 255-9047 Fax: (858) 404-9203  
Zakay Law Group, APLC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 07/27/2023  
(Fecha)

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) *Sophia Felix* S. Felix (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

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

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



1 **ZAKAY LAW GROUP, APLC**  
2 Shani O. Zakay (State Bar #277924)  
3 Jackland K. Hom (State Bar #327243)  
4 Julieann Alvarado (State Bar #334727)  
5 5440 Morehouse Drive, Suite 3600  
6 San Diego, CA 92121  
7 Telephone: (619) 255-9047  
8 Facsimile: (858) 404-9203  
9 [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
10 [jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
11 [julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

12 **JCL LAW FIRM, APC**  
13 Jean-Claude Lapuyade (State Bar #248676)  
14 5440 Morehouse Drive, Suite 3600  
15 San Diego, CA 92121  
16 Telephone: (619) 599-8292  
17 Facsimile: (619) 599-8291  
18 [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

19 Attorneys for PLAINTIFF

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **IN AND FOR THE COUNTY OF SAN DIEGO**

22 ISELA JAKELINE CARMEN, an individual,  
23 on behalf of herself, and on behalf of all persons  
24 similarly situated,

25 Plaintiff,

26 v.

27 GOODWILL INDUSTRIES OF SAN DIEGO  
28 COUNTY, a California corporation; and DOES  
1-50, Inclusive,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**07/18/2023** at 02:31:56 PM

Clerk of the Superior Court  
By Sophia Felix, Deputy Clerk

Case No: 37-2023-00031661-CU-OE-CTL

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) FAILURE TO PROVIDE SICK PAY AND FAILURE TO PROVIDE PAID SICK LEAVE BALANCE IN VIOLATION OF CAL. LAB. CODE § 246, *et seq.*

**DEMAND FOR A JURY TRIAL**

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

**PRELIMINARY ALLEGATIONS**

1. Defendant GOODWILL INDUSTRIES OF SAN DIEGO COUNTY (“DEFENDANT” and/or “DEFENDANTS”) is a California corporation at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS own, operate, and/or manage Goodwill stores in the state of California, including in the county of San Diego, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from May of 2022 to August of 2022 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 brings this Class Action on behalf of herself and a California class, defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period

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

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

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

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

1 Defendants are jointly and severally liable to PLAINTIFF and the other members of the  
2 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
3 Defendants' agents, servants and/or employees.

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

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

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

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

### 23 **JURISDICTION AND VENUE**

24 12. This Court has jurisdiction over this Action pursuant to California Code of Civil  
25 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
26 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
27 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

28



1 meaning the time during which an employee is subject to the control of an employer, including  
2 all the time the employee is suffered or permitted to work. From time to time during the CLASS  
3 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
4 without paying them for all the time they were under DEFENDANTS' control. Specifically,  
5 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to  
6 be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not  
7 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS  
8 Members forfeited minimum wage and overtime compensation by regularly working without their  
9 time being accurately recorded and without compensation at the applicable minimum wage and  
10 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other  
11 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business  
12 records.

13           16. From time to time during the CLASS PERIOD, as a result of their rigorous work  
14 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other  
15 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minutes off duty  
16 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
17 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for  
18 more than five (5) hours during some shifts without receiving a meal break. Further,  
19 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
20 second off-duty meal period for some workdays in which these employees are required by  
21 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by  
22 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and  
23 narrowly construed "on-duty" meal period exception. When they were provided with meal  
24 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,  
25 required to remain on premises, on duty and on call. Further, from time to time, DEFENDANT  
26 required PLAINTIFFS and other CALIFORNIA CLASS Members to maintain cordless  
27 communication devices in order to receive and/or respond to work-related communications during  
28 their off-duty meal periods. DEFENDANTS' failure to provide PLAINTIFF and the

1 CALIFORNIA CLASS Members with legally required meal breaks is evidenced by  
2 DEFENDANTS' business records. As a result of their rigorous work schedules and  
3 DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA  
4 CLASS therefore forfeit meal breaks without additional compensation and in accordance with  
5 DEFENDANTS' strict corporate policy and practice.

6 **B. Rest Period Violations**

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

24 **C. Unreimbursed Business Expenses**

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



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

8 19. In the course of their employment, DEFENDANTS required PLAINTIFF and  
9 other CALIFORNIA CLASS Members to incur personal expenses for use of their personal cell  
10 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other  
11 CALIFORNIA CLASS Members were required to use their personal cell phones in order to  
12 perform work and work-related tasks for DEFENDANTS. However, DEFENDANTS  
13 unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the  
14 use of their personal cell phones. As a result, in the course of their employment with  
15 DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS Members incurred  
16 unreimbursed business expenses that included, but were not limited to, costs related to the use of  
17 their personal cell phones, all on behalf of and for the benefit of DEFENDANT.

18 **D. Wage Statement Violations**

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

27 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
28 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for

1 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS  
2 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and  
3 accurate wage statements which failed to show, among other things, all deductions, the total hours  
4 worked and all applicable hourly rates in effect during the pay period and the corresponding  
5 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed  
6 meal and rest periods.

7 22. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
8 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
9 Cal. Lab. Code § 226.

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

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

15 24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and  
16 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
17 for all hours worked.

18 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
19 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
20 work. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to  
21 work while off-the-clock.

22 26. DEFENDANTS directed and directly benefited from the undercompensated off-  
23 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

24 27. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
25 assignments, and employment conditions of PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS.

27 28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to

1 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
2 wages earned and owed for all the work they performed.

3 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
4 exempt employees, subject to the requirements of the California Labor Code.

5 30. DEFENDANTS' policies and practices deprived PLAINTIFF and the other  
6 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed  
7 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
8 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than  
9 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime  
10 pay.

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

13 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
14 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and  
15 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and  
16 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all  
17 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business  
18 records.

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

21 33. From time to time during the CLASS PERIOD, DEFENDANTS failed and  
22 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
23 Members for their overtime and double time hours worked, meal and rest period premiums, and  
24 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members  
25 forfeited wages due to them for working overtime without compensation at the correct overtime  
26 and double time rates, meal and rest period premiums, and redeemed sick pay rates.  
27 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS Members at  
28

1 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick  
2 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

3 34. State law provides that employees must be paid overtime at one-and-one-half times  
4 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were  
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an  
6 employee's performance.

7 35. The second component of PLAINTIFF'S and other CALIFORNIA CLASS  
8 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid  
9 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their  
10 performance for DEFENDANTS. The non-discretionary bonus program provided all employees  
11 paid on an hourly basis with bonus compensation when the employees met the various  
12 performance goals set by DEFENDANTS.

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

1 pay” for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the  
2 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

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

12 **G. Unlawful Deductions**

13 38. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF  
14 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do  
15 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,  
16 DEFENDANTS violated Labor Code § 221.

17 **H. Timekeeping Manipulation**

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

27  
28 ///

1           40. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
2 time-to-time, forfeited time worked by working without their time being accurately recorded and  
3 without compensation at the applicable pay rates.

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

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

17           **I. Unlawful Rounding Practices**

18           43. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in  
19 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other  
20 CALIFORNIA CLASS Members for the actual time these employees worked each day,  
21 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding  
22 policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being  
23 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did  
24 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping  
25 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying  
26 these employees for all their time worked, including the applicable overtime compensation for  
27 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from  
28

1 time to time, forfeited compensation for their time worked by working without their time being  
2 accurately recorded and without compensation at the applicable overtime rates.

3 44. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
4 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'  
5 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful  
6 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to  
7 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without  
8 receiving an off-duty meal break.

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

10 45. Pursuant to California Labor Code section 204, PLAINTIFF and the  
11 CALIFORNIA CLASS members were entitled to timely payment of wages during their  
12 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not  
13 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,  
14 meal period premium wages, and rest period premium wages within permissible time period.

15 46. Pursuant to Cal. Lab. Code § 201, "If an employer discharges an employee, the  
16 wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant  
17 to Cal. Lab. Code § 202, if an employee quits his or her employment, "his or her wages shall  
18 become due and payable not later than 72 hours thereafter, unless the employee has given 72  
19 hours previous notice of his or her intention to quit, in which case the employee is entitled to his  
20 or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS Members  
21 were, from time to time, not timely provided the wages earned and unpaid at the time of their  
22 discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

23 47. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
24 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose  
25 employment ended during the CLASS PERIOD.

26 **K. Suitable Seating Violations**

27 48. PLAINTIFFS further allege that the station counters in DEFENDANTS' stores  
28 provide ample space at workstations to allow for the presence and use of a stool or seat by

1 DEFENDANTS' employees' during the performance of their work duties. DEFENDANTS'  
2 employees' working at DEFENDANTS' facilities spend a very substantial portion, and, in many  
3 workdays, the vast majority of their working time with DEFENDANTS' customers. The nature  
4 of the position can reasonably be accomplished while using a seat/stool.

5 49. In violation of the applicable sections of the California Labor Code and the  
6 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,  
7 DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly  
8 and systematically failed to provide PLAINTIFFS and the other Aggrieved Employees suitable  
9 seating when the nature of these employees' work reasonably permitted sitting.

10 50. DEFENDANTS knew or should have known that PLAINTIFFS and other  
11 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not  
12 interfere with the performance of their duties, and that DEFENDANTS did not provide suitable  
13 seating and/or did not allow them to sit when it did not interfere with the performance of their  
14 duties. By reason of this conduct applicable to PLAINTIFFS and all Aggrieved Employees,  
15 DEFENDANTS violated California Labor Code Section 1198 and Wage Order 4-2001, Section  
16 14 by failing to provide suitable seats.

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



1 DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to  
2 the use of her personal cell phone, on behalf of and in furtherance of her employment with  
3 DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum,  
4 overtime and double time compensation still owed to her, or any penalty wages owed to her  
5 under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not  
6 exceed the sum or value of \$75,000.

7 **CLASS ACTION ALLEGATIONS**

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

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

19 54. The members of the class are so numerous that joinder of all class members is  
20 impractical.

21 55. Common questions of law and fact regarding DEFENDANTS’ conduct, including  
22 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately  
23 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the  
24 regular rate of compensation for missed meal and rest period premiums, failing to provide legally  
25 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide  
26 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum  
27 wage and overtime, exist as to all members of the class and predominate over any questions  
28

1 affecting solely any individual members of the class. Among the questions of law and fact  
2 common to the class are:

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

27 56. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as  
28 a result of DEFENDANTS' conduct and actions alleged herein.

1           57. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and  
2 PLAINTIFF has the same interests as the other members of the class.

3           58. PLAINTIFF will fairly and adequately represent and protect the interests of the  
4 CALIFORNIA CLASS Members.

5           59. PLAINTIFF retained able class counsel with extensive experience in class action  
6 litigation.

7           60. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the  
8 interest of the other CALIFORNIA CLASS Members.

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

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

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

24           a. Inconsistent or varying adjudications with respect to individual members of the  
25 CALIFORNIA CLASS which would establish incompatible standards of conduct  
26 for the parties opposing the CALIFORNIA CLASS; and/or,

27           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
28 which would as a practical matter be dispositive of the interests of the other

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

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

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Business Practices**

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

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

10 65. 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 66. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
14 Code § 17021.

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

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

26 68. By the conduct alleged herein, DEFENDANTS have engaged and continue to  
27 engage in a business practice which violates California law, including but not limited to, the  
28 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.

1 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
2 constitute unfair competition, including restitution of wages wrongfully withheld.

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

9 70. 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  
12 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all  
13 necessary business expenses incurred, due to a systematic business practice that cannot be  
14 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission  
15 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should  
16 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
17 restitution of wages wrongfully withheld.

18 71. 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 72. 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 Cal. Lab. Code §§ 226.7 and 512.

26 73. Therefore, PLAINTIFF demands on behalf of herself 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

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

3 74. PLAINTIFF further demands on behalf of herself 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 75. 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 has 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 76. 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 Cal. Bus. & Prof. Code §§ 17200, *et seq.*

17 77. 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 78. 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,  
24 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from  
25 engaging in any unlawful and unfair business practices in the future.

26 79. 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 DEFENDANT. 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 ALL Defendants)**

9 80. 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 81. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim  
13 for DEFENDANTS' willful and intentional violations of the California Labor Code and the  
14 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate  
15 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

16 82. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
17 policy, an employer must timely pay its employees for all hours worked.

18 83. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the  
19 commission is the minimum wage to be paid to employees, and the payment of a less wage than  
20 the minimum so fixed is unlawful.

21 84. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
22 including minimum wage compensation and interest thereon, together with the costs of suit.

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

28

1           86. 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  
3 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF  
4 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

11           88. 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           89. 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           90. 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  
20 suffered and will continue to suffer an economic injury in amounts which are presently unknown  
21 to them, and which will be ascertained according to proof at trial.

22           91. 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  
28 for their time worked.



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

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

20 **THIRD CAUSE OF ACTION**

21 **Failure To Pay Overtime Compensation**

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

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

24 94. 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 95. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim  
28 for DEFENDANTS' willful and intentional violations of the California Labor Code and the

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

4 96. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
5 policy, an employer must timely pay its employees for all hours worked.

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

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

13 99. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
14 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time  
15 they worked, including overtime work.

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

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

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

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

12           104. During the CLASS PERIOD, PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting  
14 a failure to pay all earned wages.

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

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

27           107. DEFENDANTS knew or should have known that PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for  
5 their overtime worked.

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

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

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

3 117. 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,  
5 and 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 all Defendants)**

10 118. 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.

13 119. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
14 "accurate itemized" statement in writing showing:

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

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

15 121. 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.

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

5 123. 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.

8 124. Cal. Lab. Code § 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,  
12 task, piece, Commission basis, or other method of calculation.  
13 (e) "Labor" includes labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the to be  
15 paid for is performed personally by the person demanding payment.

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

19 126. Cal. Lab. Code § 202 provides, in relevant part, that:

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

29 127. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS  
30 Members' employment contract.

31 128. Cal. Lab. Code § 203 provides:

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



1 were necessary to complete their principal job duties. DEFENDANTS are estopped by  
2 DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were  
3 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,  
4 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS  
5 members for these expenses as an employer is required to do under the laws and regulations of  
6 California.

7 134. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred  
8 by her and the CALIFORNIA CLASS members in the discharge of their job duties for  
9 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the  
10 statutory rate and costs under Cal. Lab. Code § 2802.

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE SICK PAY AND FAILURE TO PROVIDE PAID SICK LEAVE**

13 **BALANCE**

14 **(Cal. Lab. Code § 246, *et seq.*)**

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

16 135. 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.

19 136. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after  
20 July 1, 2015, works in California for the same employer for 30 or more days within a year from  
21 the commencement of employment is entitled to paid sick days as specified in this section."

22 137. Further, Cal. Labor Code Sections 246 (b)-(d) provide:

23 (b)(1) An employee shall accrue paid sick days at the rate of not less than one hour  
24 per every 30 hours worked, beginning at the commencement of employment or the  
operative date of this article, whichever is later, subject to the use and accrual  
limitations set forth in this section.

25 (2) An employee who is exempt from overtime requirements as an  
26 administrative, executive, or professional employee under a wage order of  
27 the Industrial Welfare Commission is deemed to work 40 hours per  
28 workweek for the purposes of this section, unless the employee's normal  
workweek is less than 40 hours, in which case the employee shall accrue  
paid sick days based upon that normal workweek.

1 (3) An employer may use a different accrual method, other than providing  
2 one hour per every 30 hours worked, provided that the accrual is on a regular  
3 basis so that an employee has no less than 24 hours of accrued sick leave or  
paid time off by the 120th calendar day of employment or each calendar  
year, or in each 12-month period.

4 (4) An employer may satisfy the accrual requirements of this section by  
5 providing not less than 24 hours or three days of paid sick leave that is  
6 available to the employee to use by the completion of the employee's 120th  
calendar day of employment.

7 (c) An employee shall be entitled to use accrued paid sick days beginning on the  
8 90th day of employment, after which day the employee may use paid sick days as  
they are accrued.

9 (d) Accrued paid sick days shall carry over to the following year of employment.  
10 However, an employer may limit an employee's use of accrued paid sick days to  
11 24 hours or three days in each year of employment, calendar year, or 12-month  
12 period. This section shall be satisfied and no accrual or carryover is required if the  
full amount of leave is received at the beginning of each year of employment,  
calendar year, or 12-month period. The term "full amount of leave" means three  
days or 24 hours.

13 138. From time to time, DEFENDANT failed to have a policy or practice that provided  
14 PLAINTIFF and other members of the CALIFORNIA CLASS with paid sick days and/or sick pay.

15 139. Cal. Labor Code Sections 246(I)(1) mandates that "[p]aid sick time for nonexempt  
16 employees shall be calculated in the same manner as the regular rate of pay for the workweek in  
17 which the employee uses paid sick time, whether or not the employee actually works overtime in  
18 that workweek."

19 140. From time to time, during the PLAINTIFF and other members of the  
20 CALIFORNIA CLASS were compensated at an hourly rate plus non-discretionary incentive pay.  
21 As a matter of law, the incentive compensation and/or piece-rate compensation received by  
22 PLAINTIFF and other members of the CALIFORNIA CLASS must be included in the "regular  
23 rate of pay."

24 141. From time-to-time during the CLASS PERIOD, in those pay periods where  
25 PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and  
26 either non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed to  
27 properly calculate the regular rate of pay for purposes of compensating paid sick time by omitting  
28 non-discretionary incentive pay from the regular rate of pay.

1           142. DEFENDANTS’ uniform policy and practice of omitting non-discretionary  
2 incentive pay and/or piece-rate pay from the regular rate of pay for purposes of paying paid sick  
3 pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the  
4 CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore  
5 request recovery of all unpaid wages, including sick pay wages, according to proof, interest,  
6 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a  
7 sum as provided by the California Labor Code and/or other applicable statutes. To the extent  
8 overtime compensation is determined to be owed to other members of the CALIFORNIA CLASS  
9 who have terminated their employment, DEFENDANTS’ conduct also violates Labor Code §§  
10 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under  
11 Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the  
12 CALIFORNIA CLASS. DEFENDANTS’ conduct as alleged herein was willful, intentional and  
13 not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are  
14 entitled to seek and recover statutory costs.

15           143. Cal. Lab. Code § 246(i) provides that:

16           An employer shall provide an employee with written notice that sets forth the  
17 amount of paid sick leave available, or paid time off leave an employer provides in  
18 lieu of sick leave, for use on either the employee’s itemized wage statement  
19 described in Section 226 or in a separate writing provided on the designated pay  
20 date with the employee’s payment of wages. If an employer provides unlimited paid  
21 sick leave or unlimited paid time off to an employee, the employer may satisfy this  
22 section by indicating on the notice or the employee’s itemized wage statement  
23 “unlimited.”

24           144. From time to time, DEFENDANT failed to furnish PLAINTIFF and other members  
25 of the CALIFORNIA CLASS with written wage statements setting forth the amount of paid sick  
26 leave available to them, as required under Cal. Lab. Code §§ 246, *et seq.* As a result, PLAINTIFF  
27 and other members of the CALIFORNIA CLASS are entitled to seek and recover statutory costs.  
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, 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 Cal. Code of Civ. Proc. § 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, Eighth,  
17 Ninth and Tenth Causes of Action asserted by the CALIFORNIA CLASS as a class  
18 action pursuant to Cal. Code of Civ. Proc. § 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 Cal. Lab. Code §§ 226.7, 512 and  
24 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 Cal. Lab. Code § 226

- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 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, but not limited to, pursuant to Labor Code § 218.5, § 226, § 246 and/or § 1194.

DATED: July 18, 2023

**ZAKAY LAW GROUP, APLC**

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

**DEMAND FOR A JURY TRIAL**

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

DATED: July 18, 2023

**ZAKAY LAW GROUP, APLC**

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