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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/07/2022** at 12:15:00 PM  
Clerk of the Superior Court  
By Bernabe Montijo, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN DIEGO**  
10

11 NATALY GOMEZ, as an individual and on  
behalf of all others similarly situated; ISABEL  
12 DOMINGUEZ, as an individual and on behalf  
of all others similarly situated,  
13

14 Plaintiffs,

15 vs.

16 PIE VENTURE, LLC; AKASH  
17 MANAGEMENT LLC; and DOES 1  
through 50, inclusive,  
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19 Defendants.  
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Case No. 37-2022-00002648-CU-OE-CTL

Assigned to the Hon. Gregory W. Pollack,  
Dept. C-71

**CLASS ACTION**

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay All Minimum Wages
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Untimely Payment of Wages
6. Wage Statement Violations
7. Waiting Time Penalties
8. Failure to Reimburse Business Expenses
9. Failure to Provide Records
10. Violations of the Unfair Competition Law
- 11-23. Claims for Civil Penalties under the  
Private Attorneys General Act of 2004

Action Filed: Jan. 21, 2022

Trial Date: Not Set

1 Plaintiffs NATALY GOMEZ and ISABEL DOMINGUEZ (“Plaintiffs”), on behalf of a  
2 class of all other similarly situated current and former employees, and the State of California brings  
3 this class and representative action against Defendants AKASH MANAGEMENT LLC; PIE  
4 VENTURE, LLC; and DOES 1 through 50 (collectively, “Defendants”), alleging as follows<sup>1</sup>:

### 5 INTRODUCTION

6 1. This is a class and representative action filed for wage and hour violations of the  
7 California Labor Code. Plaintiffs worked for Defendants in various positions at “Pieology”  
8 restaurants. Defendants deprived Plaintiffs and other employees of minimum, regular, and  
9 overtime wages through their practice of not paying for employees’ travel time and editing  
10 employees’ time records to avoid and/or reduce overtime. Defendants created false meal period  
11 entries, such that Plaintiffs and other employees were not paid for work performed during  
12 uncompensated 30-minute meal periods. Defendants also altered employees’ meal period entries in  
13 the timekeeping system to make short or late meal periods appear compliant (*i.e.*, 30 minutes in  
14 length, taken by the fifth hour). Defendants did not pay Labor Code § 226.7 premiums at the  
15 regular rate of compensation for non-compliant meal periods and rest periods—including late,  
16 short, and missed meal periods evident on the face of Defendants’ employment and payroll records.  
17 Defendants also failed to reimburse Plaintiffs and the Class Members for use of their personal  
18 devices and their gas mileage when they travelled between Defendants different locations. As a  
19 result of these violations, Defendants failed to timely pay Plaintiffs and Class Members each pay  
20 period on paydays and upon separation of employment, and thus are liable for waiting time and  
21 other statutory penalties. Plaintiffs and the aggrieved employees further seek civil penalties under  
22 the Private Attorneys General Act for Defendants’ violations of the California Labor Code.

23 2. Defendants’ employment policies and practices and payroll administration systems  
24 enabled and facilitated these violations on a company-wide basis with respect to the Class  
25 Members.

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26 <sup>1</sup> Plaintiffs amend the original complaint without leave of court pursuant to Labor Code §  
27 2699.3(a)(2)(C), which states “[n]otwithstanding any other provision of law [including C.C.P. §  
28 472], a plaintiff may as a matter of right amend an existing complaint to add a cause of action  
arising under this part [Labor Code § 2698 et seq.] at any time within 60 days of the time periods  
specified in this part [i.e., after the 65-day notice period has expired].”

1 **JURISDICTION & VENUE**

2 3. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the  
3 California Constitution.

4 4. Venue as to each defendant is proper in this judicial district under Code of Civil  
5 Procedure sections 395 and 395.5 because Defendants conduct business in this county, employed  
6 putative class members in this county, and committed some of the alleged violations in this county.

7 **PARTIES**

8 **A. The Plaintiffs Nataly Gomez and Isabel Dominguez**

9 5. Plaintiff Nataly Gomez is an individual over 18 years of age who worked for  
10 Defendants at various restaurant locations throughout California as an hourly, non-exempt  
11 employee. Plaintiff Gomez worked as a Team Member, Team Lead, Shift Lead, and Assistant  
12 Manager.

13 6. Plaintiff Gomez was employed by Defendants in California from May 8, 2019 to  
14 October 25, 2021. During her employment, Plaintiff worked in at least four of Defendants'  
15 locations.

16 7. Plaintiff Isabel Dominguez is an individual over 18 years of age who worked for  
17 Defendants at various restaurant locations throughout California as an hourly, non-exempt  
18 employee. Plaintiff Dominguez worked as a Team Lead and Shift Lead.

19 8. Plaintiff Dominguez was employed by Defendants in California from  
20 December 8, 2020 through October 20, 2021. During her employment Plaintiff worked in at least  
21 two of Defendants' locations.

22 **B. The Pieology Defendants**

23 9. Throughout the relevant statutory limitations periods, each of the named defendants  
24 were a legal employer of Plaintiffs and Class Members.

25 10. Defendants do business in California as "Pieology."

26 11. Plaintiffs are informed, believe, and allege that Defendant AKASH  
27 MANAGEMENT LLC is a limited liability company formed in the State of California, doing  
28 business and employing labor throughout California.

1           12.     Plaintiffs are informed, believe, and allege that Defendant PIE VENTURE, LLC is a  
2 limited liability company formed in the State of California, doing business and employing labor  
3 throughout California.

4           13.     Plaintiffs are informed, believe, and allege that no class action asserting similar  
5 factual allegations has been filed against any of the named defendants within the preceding three  
6 years.

7           14.     The true names and capacities, whether individual, corporate, or otherwise, of the  
8 parties sued as DOES 1 through 50, are presently unknown to Plaintiffs, who sue them by such  
9 fictitious names under Code of Civil Procedure section 474. Plaintiffs are informed, believe, and  
10 allege that each of the fictitious defendants is responsible in some manner for the acts and omissions  
11 alleged herein. Plaintiffs seek leave to amend this Complaint to reflect their true names and  
12 capacities when they become known.

13           15.     Plaintiffs are informed, believe, and allege that all defendants in this action are  
14 employers and/or joint employers and part of an integrated employer enterprise, as each defendant  
15 exercises control over the wages, hours, and working conditions of Plaintiffs and the aggrieved  
16 employees, suffers and permits them to work, and engages the workforce creating a common law  
17 employment relationship.

18           16.     Additionally, all defendants have common ownership, common management,  
19 interrelationship of operations, and centralized control over labor relations and are therefore part of  
20 an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged  
21 herein. The Plaintiffs (and other employees) also worked at Pieology locations jointly owned and  
22 operated by Defendants. Defendants operate as employers of the Class in their operation of the  
23 Pieology restaurants.

24           17.     Plaintiffs are informed, believe, and allege that each defendant acted in all respects  
25 pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator,  
26 partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants,  
27 such that the acts and omissions of each defendant are legally attributable to all others.

28

**GENERAL ALLEGATIONS**

18. Defendants failed to pay all minimum, regular, and overtime wages to employees.

19. First, Defendants had a practice of altering employees’ records after the fact to eliminate or reduce overtime or to insert meal periods that were never taken. Defendants also edited employees’ time records for the purpose of avoiding or reducing overtime hours works, resulting in a loss of overtime wages to Plaintiffs and the Class Members. Defendants engaged in a pattern of editing employees’ time records that resulted in an underpayment of wages to Plaintiffs and Class Members. During times in which Plaintiffs and Class Members could not take a compliant meal period, Defendants maintained a policy and practice of editing or changing time records to manually enter compliant meal periods even though Plaintiffs and other Class Members worked during these meal periods. Defendants and their agents made the revisions without employees’ knowledge or consent. As a result of this practice, Defendants deprived Plaintiffs and other Class Members of wages when they were effectively required work off the clock without pay due to the time adjustments and edits. Plaintiffs and Class Members were deprived of the hourly overtime and minimum wages, as applicable, for these hours worked during periods marked as unpaid meal periods.

20. Second, Defendants also deprived Plaintiffs and Class Members of minimum, regular, and overtime wages through their practice of requiring employees to travel between Pieology locations during the same shift. Defendants failed to pay Plaintiffs and Class Members for the time they spent driving between Defendants’ locations during a single shift. Specifically, when Defendants were understaffed, Defendants would require Plaintiffs and Class Members to drive from one location to the understaffed location to help. Plaintiffs and Class Members were not paid for the time they spent driving to from one Pieology location to the other. The unpaid travel time issue happened most often when Claimants and the aggrieved employees were scheduled to work at the Moreno Valley Pieology in Riverside County and would be required to drive (without pay) to the Upland Pieology in San Bernardino County to assist.

21. Third, Defendants also failed to pay overtime to employees who were required to leave one Pieology location to assist at another location. When employees were told to leave the

1 restaurant they were working in to help at another location, they were required to clock out before  
2 they left the first restaurant and clock in when they reached the next location. Employees' total  
3 hours worked for the day would not be cumulative between the two locations such that the Plaintiffs  
4 and Class Members were deprived of overtime wages. For example, if an employee worked 5  
5 hours in Moreno Valley and 5 hours in Upland, the employee would be paid for two separate 5 hour  
6 shifts at the straight time rate, instead of 8 regular hours and two overtime hours.

7 22. Lastly, employees were required to complete documents and training off the clock  
8 without pay. For example, Plaintiff Dominguez was required to complete Pieology training on a  
9 program called the Edge. Plaintiff Dominguez was not compensated for this time and is informed  
10 and believes that other Class Members were required to complete documents and online trainings  
11 without pay.

12 23. Defendants also failed to pay split shift premiums during times when employees  
13 were required to work at different Pieology locations. Defendants required employees to work two  
14 shifts in a workday but failed to pay the applicable split shift premium. These shifts were referred  
15 to "doubles." The time between the two shifts was not meal period and on most occasions, that  
16 time was spent driving from one location to the next.

17 24. Furthermore, Defendants failed to consistently provide timely, off-duty 30-minute  
18 meal periods to Class Members within the first five hours of work, and timely second off-duty 30-  
19 minute meal periods to the extent they worked shifts of 10 hours or more, in violation of Labor  
20 Code sections 226.7, 512 and section 11 of the applicable IWC Wage Orders. (*See, e.g., Ferra v.*  
21 *Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863 ["We hold that the terms are  
22 synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay"  
23 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages."])  
24 Defendants and their agents also altered employees' time records to insert first and second meal  
25 period times (when none were taken) or to make employees' meal period entries appear compliant  
26 (*i.e.*, taken by the 5<sup>th</sup> hour, 30 minutes in length).

27 25. When Defendants did not provide fully compliant meal periods, Defendants failed to  
28 pay Plaintiffs and Class Members a meal period premium at the regular rate of compensation in

1 violation of Labor Code section 226.7. (*See Ferra*, 11 Cal. 5th at 863.) “[T]ime records showing  
2 noncompliant meal periods raise a rebuttable presumption of meal period violations, including at  
3 the summary judgment stage.” (*Donohue v. AMN Servs., LLC* (2021) 11 Cal. 5th 58, 61.)  
4 Defendants’ policy and practice of not paying all meal period premiums at the lawful rate is a  
5 matter of common corporate policy and payroll administration such that it applies and affected all  
6 other Class Members and are evident from the time records and time record edits maintained by  
7 Defendants, which show late, short and missed meal periods without an associated meal period  
8 premium on the corresponding employee wage statement.

9         26. Moreover, Defendants failed to authorize or *permit* ten-minute rest periods for every  
10 four hours of work or major fraction thereof as required by Labor Code section 226.7 and 516 and  
11 section 12 of the applicable IWC Wage Order. When Defendants did not provide a fully compliant  
12 rest period to Plaintiffs or other Class Members, Defendants failed to pay Plaintiffs and other Class  
13 Members a rest period premium at the lawful “regular rate of compensation” in violation of Labor  
14 Code section 226.7.

15         27. Defendants failed to provide sick leave to employees in the manner required by  
16 Labor Code section 246. Although Defendants allowed employees to accrue sick leave, the accrual  
17 was at a rate less than one hour for every thirty hours worked, in violation of California law. For  
18 example, during Plaintiff Dominguez’ first pay period worked (pay date of 1/15/2021), she worked  
19 a total of 69.19 hours. Her wage statements show she accrued 2 hours of paid sick leave, which is  
20 less than one hour for every thirty hours worked. As another example, Plaintiff Gomez worked a  
21 total of 97.97 hours in the pay period with the pay date of 9/10/2021 and had a balance of 39 PSL  
22 hours at the prior pay period. However, she only accrued 3 hours of paid sick leave, which is less  
23 than 1 hour for every 30 hours worked. The failure to provide sick leave at the correct accrual rate  
24 as a matter of common policy and practice to Plaintiffs and other employees.

25         28. Defendants also failed to provide Plaintiffs and other employees with Covid-19  
26 Supplemental Sick Leave. Employees were never informed of their right to such leave. To the  
27 extent Defendants claim that they did provide employees with Covid-19 Supplemental Sick Leave,  
28 Defendants failed to allow employees to use it. As just one example, Plaintiff Dominguez got

1 Covid-19 and asked to use paid sick leave for the time that she needed to take off. Her request was  
2 denied. Other employees were also denied the right to use any sick leave for the reasons permitted  
3 by statute.

4 29. With respect to the unpaid wages, sick leave, and premiums owed to Plaintiffs and  
5 Class Members, Defendants failed to pay those wages on time each pay period or upon separation  
6 of employment. Because Defendants did not pay Plaintiffs and the Class for all wages/premiums  
7 owed each pay period their employment, Defendants failed to timely pay all wages owed each pay  
8 day or upon separation of employment (or within 72 hours thereof), in violation of Labor Code  
9 sections 201 through 203 (waiting time) and 204 and 204b (paydays).

10 30. Defendants equally failed in their affirmative obligation to provide accurate itemized  
11 wage statements each pay period to Plaintiffs and Class Members. Defendants issued wage  
12 statements to Plaintiffs and, on information and belief, other Class Members, which contain at least  
13 several types of violations.

14 31. First, on each wage statement furnished, Defendants failed to accurately state the  
15 “gross wages earned” and “net wages earned” in violation of Labor Code § 226(a)(1) and (5), as  
16 Plaintiffs and Class Members earned regular and overtime wages, but were underpaid, and were  
17 deprived of all meal and rest period premiums earned at the lawful rate, resulting in an inaccurate  
18 itemization of gross and net wages earned on those wage statements.

19 32. Second, on each wage statement furnished to Plaintiffs and, on information and  
20 belief, the Class Members, Defendants failed to accurately state “all applicable hourly rates in effect  
21 during the pay period and the corresponding number of hours worked at each hourly rate by the  
22 employee” in violation of Labor Code § 226(a)(9), as the wage statements issued to Plaintiffs and  
23 Class Members do not accurately list the actual hours worked by employees (due to timeshaving  
24 and time record alterations and off the clock work), but instead list deflated hours and wages.

25 33. Third, Defendants inaccurately listed total hours worked during the pay period in  
26 violation of Labor Code § 226(a)(2), as Plaintiffs and Class Members worked off-the-clock during  
27 times that were Defendants edited their and required them to work off the clock (*e.g.*, travelling  
28 between locations, etc.).



1           34.     Lastly, Defendants violated multiple subdivisions of Labor Code section 226 by  
2 issuing multiple wage statements during the *same pay period* when employees worked at different  
3 store locations. For example, when Plaintiff Gomez worked at the Moreno Valley and Upland  
4 locations during the same pay period, she received separate wage statements listing the hours that  
5 she worked at each respective location. Section 226(a) requires Defendants to issue a *single*  
6 “accurate itemized wage statement” showing each of the required categories of information for the  
7 *applicable pay period*. During the pay periods when Defendants issued two or more wage  
8 statements to employees, they violated Labor Code section 226(1)-(5) and (9).

9           35.     Defendants’ wage statement issues described above rendered the wage statements  
10 inaccurate and confusing to Plaintiffs and Class Members, concealing the underpayments and  
11 presenting a false portrayal of accuracy on the wage statements relied upon by Plaintiffs and Class  
12 Members as the sole documentary evidence of their respective earnings.

13           36.     Plaintiffs and Class Members suffered injury in the form of confusion regarding  
14 amounts paid for hours worked, and in the form of concealment of the common payroll practices  
15 causing the violations and underpayment of wages and wage statement deficiencies as addressed in  
16 this Complaint.

17           37.     Indeed, Plaintiffs and, on information and belief, Class Members were misinformed  
18 and misled by the wage statements wages, hours, rates, and earnings. As a result of the  
19 inaccuracies on the wage statements, Plaintiffs and, on information and belief, Class Members were  
20 led to believe that the hourly rates and net and gross wages reflected were a complete and accurate  
21 reflection of the wages actually earned under California law.

22           38.     Defendants’ wage statement violations were knowing and intentional as a matter of  
23 law with respect to Plaintiffs and California Class Members given that the legal obligation was not  
24 disputed, the wage statement and wage laws are clear and unambiguous as written, and because  
25 Defendants nevertheless failed to comply despite the means and ability to do so.

26           39.     Defendants required Plaintiffs and the Class Members to use their personal vehicles  
27 and personal devices for work-related purposes without reimbursement. As discussed above,  
28 Defendants required Plaintiffs and the Class Members to travel between different Pieology

1 locations during their workday. Plaintiffs and the Class Members drove from one store to the next  
2 in their personal vehicles, but were not reimbursed for their gas mileage or the usage of their  
3 vehicles. Plaintiffs and the Class Members were also required to use their personal devices for  
4 work-related purposes without reimbursement, including but not limited to, using their devices (cell  
5 phone/computers) to complete Pieology trainings and other documents. In direct consequence of  
6 their job duties, Plaintiffs and the Class Members unavoidably and necessarily incurred losses,  
7 expenditures, costs and expenses that Defendants did not reimburse as a matter of policy and  
8 practice.

9         40. On October 19, 2021, Plaintiffs made separate written requests to Defendants for all  
10 records due under the IWC Wage Orders (including the Records sections), and Labor Code sections  
11 226 and 432. The records were due on November 9, 2021 and November 18, 2021, respectively.  
12 Defendant Akash Management provided Plaintiffs' partial personnel files and *some* (but not all)  
13 wage statements on February 7, 2022, after the statutory deadlines. On February 28, 2022,  
14 Pie Venture produced Plaintiffs' personnel files and incomplete time records for Plaintiff Gomez  
15 that omitted Plaintiff Gomez' last nine months of work. Pie Venture has failed to produce any  
16 wage statements for Plaintiffs. To date, both Defendants have refused to provide Plaintiffs Gomez'  
17 full time records or any time records at all for Plaintiff Dominguez.

18         41. Because of the violations set forth in this Complaint, including Defendants' failure  
19 to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay  
20 (*i.e.*, unrecorded off-the-clock hours), Defendants violated Labor Code section 1174 and the IWC  
21 Wage Orders by failing to maintain records showing accurate daily hours worked at the  
22 corresponding wage rate, and the wages paid to each employee.

23         42. Plaintiffs are informed, believe, and allege that Defendants' acts and omissions have  
24 knowingly and intentionally caused harm to Plaintiffs and the Class. Plaintiffs are informed,  
25 believe, and allege that Defendants have engaged in systemic violations of the Labor Code and  
26 IWC Wage Orders by maintaining practices, policies, and customs that are inconsistent with their  
27 obligations under California law.

1 **CLASS ACTION ALLEGATIONS**

2 43. ***Class Definition.*** The named individual Plaintiffs seek class certification under  
3 California Code of Civil Procedure section 382. Plaintiffs propose the following class:

4 a. All individuals currently or formerly employed by Defendants at Pieology  
5 restaurants in the State of California as hourly non-exempt employees at any  
6 time from **January 21, 2018** through the time of trial in this action (the  
7 “Class” or “Class Members” and the “Class Period”).

8 44. Further, Plaintiffs propose the following subclasses:

9 a. All Class Members who separated from employment with Defendants at any  
10 time from **January 21, 2019** through the time of trial in this action (“Waiting  
11 Time Subclass”).

12 b. All Class Members who received a wage statement from Defendants at any  
13 time from **January 21, 2021** through the time of trial in this action (“Wage  
14 Statement Subclass”).

15 c. All Class Members who worked shifts of five hours or more without a duty-  
16 free meal period of at least 30 minutes, who were not paid one hour of pay at  
17 the regular rate of compensation for each of those days (“Meal Period  
18 Subclass”).

19 d. All Class Members who worked shifts of four hours or major faction thereof  
20 without being authorized or permitted an uninterrupted rest period of at least  
21 10 minutes, who were not paid one hour at the regular rate of compensation  
22 for each of those days (“Rest Period Subclass”).

23 e. All Class Members who used their personal vehicles or personal devices for  
24 work-related purposes and were not reimbursed  
25 (“Reimbursement Subclass”).

26 f. All Class Members who were not paid all regular, overtime, or minimum  
27 wages for all hours worked each pay period (“Unpaid Wage Subclass”).  
28

1 g. All Class Members who were subject to Defendants' unlawful or unfair  
2 business acts or practices during the Class Period ("UCL Subclass")

3 45. Plaintiffs reserve the right to move the Court to amend or modify the class  
4 definitions and to establish additional classes and subclasses as appropriate.

5 46. **Numerosity.** The members of the Class are so numerous that joinder of all  
6 individuals is impracticable. The identity of the Class Members is readily ascertainable by review  
7 of Defendants' employment and payroll records. Plaintiffs are informed, believe, and allege there  
8 are more than 40 Class Members.

9 47. **Adequacy of Representation.** Plaintiffs are adequate class representatives.  
10 Plaintiffs will take all necessary steps to adequately and fairly represent and protect the interest of  
11 the Class. Plaintiffs are represented by attorneys who have substantial experience prosecuting and  
12 resolving wage-and-hour class actions in California state and federal courts.

13 48. **Manageability.** This class action is manageable because the liability and damages to  
14 Class Members can be ascertained by review of corporate and employer timekeeping and payroll  
15 records along with other evidence that Defendants maintained and are required by law to maintain  
16 under the California Labor Code, IWC Wage Orders and federal law. This class action is  
17 manageable because the contact information and identity of percipient witnesses—namely,  
18 Defendants' employees (the putative class members)—is readily maintained by Defendants.

19 49. **Superiority.** A class action is superior to other means for adjudication of the claims  
20 of the Class and is beneficial and efficient for the parties and the Court. Class treatment will allow  
21 for the common issues to be resolved in a single forum, simultaneously and without duplication of  
22 effort and expense.

23 50. **Commonality.** Common questions of law and fact and a community of interest  
24 exists amongst Plaintiffs and the Class. These common issues arise from the employment  
25 relationship with Defendants and predominate over any individual issues.

26 51. **Typicality.** Plaintiffs' claims are typical of the claims of the other Class Members.  
27 Plaintiffs and Class Members were subject to the same policies and practices of Defendants, which  
28 resulted in losses to Plaintiffs and Class Members.

1 52. Proof of common unlawful business practices, which Plaintiffs experienced and is  
2 representative of, will establish the right of the Class to recover on the causes of action alleged  
3 herein.

#### 4 PAGA ALLEGATIONS

5 53. Plaintiffs seek to recover civil penalties as an individual aggrieved employees, on  
6 53. behalf of the State of California and the “aggrieved employees,” defined as follows:

7 All current and former non-exempt hourly employees who worked for Defendants in the  
8 State of California during the period of December 16, 2020 through the current date and the  
9 date of final judgment in this action (“PAGA Period”).

10 54. The State of California, via the Labor and Workforce Development Agency  
11 (“LWDA”), is the real party in interest in this action with respect to Plaintiff’s claims under the  
12 Private Attorney’s General Act. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The  
13 “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

14 55. “Notwithstanding any other provision of law, any provision of this code providing  
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
16 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of  
17 this code, may, as an alternative, be recovered through a civil action brought by an aggrieved  
18 employee on behalf of himself or herself and other current or former employees pursuant to the  
19 procedures specified in Section 2699.3.” (Labor Code § 2699(a)).

20 56. **On December 16, 2021**, Plaintiffs gave written notice by online filing with the  
21 LWDA and by certified mail to Defendants of the specific provisions of the Labor Code alleged to  
22 have been violated, including the facts and theories to support the alleged violations (the “PAGA  
23 Notice”). Plaintiffs paid the requisite filing fee to the LWDA. A true and correct copy of the  
24 PAGA Notice, incorporated by reference as though fully set forth herein, is attached hereto as  
25 **Exhibit 1**.

26 57. Within 33 calendar days of the postmark date of the notice sent by Plaintiffs,  
27 Defendants did not give written notice by certified mail to Plaintiffs providing a description of any  
28 actions taken to cure the alleged violations.

1 58. Now that at least 65 days have passed from Plaintiffs notifying Defendants of these  
2 violations, without any notice of cure from them or notice from the LWDA of its intent to  
3 investigate the alleged allegations and issue the appropriate citations to Defendant, Plaintiffs  
4 exhausted all prerequisites and commenced this civil action under Labor Code § 2699.

5 59. Any allegations regarding violations of the IWC Wage Orders are enforceable as  
6 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer  
7 hours than those fixed by the order or under conditions of labor prohibited by the order is  
8 unlawful.”

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY ALL MINIMUM WAGES**

11 **Labor Code §§ 1194 and 1194.2**

12 **(ALL CLAIMS ALLEGED AGAINST ALL DEFENDANTS)**

13 60. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

14 61. Defendants willfully failed in their affirmative obligation to pay Plaintiffs and Class  
15 Members at least the lawful minimum wage for each hour worked in violation of Labor Code  
16 sections 1182.12, 1194, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of  
17 Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful  
18 local and county minimum wage ordinances in effect.

19 62. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of  
20 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiffs and the Class  
21 are entitled to recover to the full amount of the unpaid wages, plus liquidated damages in an amount  
22 equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’ fees,  
23 and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY ALL OVERTIME WAGES**

26 **Labor Code §§ 510 and 1194**

27 63. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

28



1 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys' fees,  
2 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

3 **FOURTH CAUSE OF ACTION**

4 **REST PERIOD VIOLATIONS**

5 **Labor Code §§ 226.7 and 516**

6 70. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

7 71. Defendants willfully failed in their affirmative obligation to consistently authorize  
8 and permit Plaintiffs and Class Members to receive compliant, duty-free rest periods of not less  
9 than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor  
10 Code sections 226.7, 516, and 1198 and the IWC Wage Orders (the "Rest Periods" sections of the  
11 applicable orders).

12 72. Further, Defendants willfully failed in their affirmative obligation to consistently pay  
13 Plaintiffs and Class Members one additional hour of pay at the respective regular rate of  
14 compensation for each workday that a fully compliant rest period was not provided, in violation of  
15 Labor Code sections 226.7 and 1198 and the IWC Wage Orders.

16 73. Defendants' unlawful acts and omissions deprived Plaintiffs and the Class of rest  
17 periods and rest period premiums in amounts to be determined at trial. Plaintiffs and the Class are  
18 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys' fees,  
19 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

20 **FIFTH CAUSE OF ACTION**

21 **UNTIMELY PAYMENT OF WAGES**

22 **Labor Code §§ 204, 204b and 210**

23 74. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

24 75. Defendants willfully failed in their affirmative obligation to timely pay all wages and  
25 premiums earned by Plaintiffs and Class Members twice during each calendar month on days  
26 designated in advance by the employer as regular paydays (for employees paid on a non-weekly  
27 basis) and on the regularly-scheduled weekly payday weekly employees, if any, in violation of  
28



1 Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of  
2 the applicable orders).

3 76. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of timely  
4 wages in amounts to be determined at trial. Plaintiffs and the Class are entitled to recover to the full  
5 amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial  
6 violation for each failure to pay each employee and \$200 for all subsequent violations and for all  
7 willful or intentional violations for each failure to pay each employee, plus 25 percent of the  
8 amount unlawfully withheld under provided in Labor Code section 210, in addition to interest,  
9 attorneys’ fees, and costs to the extent permitted by law.

10 **SIXTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **Labor Code § 226**

13 77. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

14 78. Defendants knowingly and intentionally failed in their affirmative obligation provide  
15 accurate itemized wage statements to Plaintiffs and Class Members in violation of Labor Code  
16 section 226(a).

17 79. As an initial matter, on information and belief, Plaintiffs allege that Defendants  
18 maintained a policy and practice of non-compliance with Labor Code section 226(a)’s statutory  
19 mandate by failing to issue or make available wage statements to Class Members each pay period  
20 that list any of the information required by Labor Code section 226.

21 80. Moreover, based on the wage statements issued by Defendants, Plaintiffs allege that  
22 these wage statements fail to correctly list (1) gross wages earned each pay period, (2) total hours  
23 actually worked each pay period, (5) net wages earned, (9) all hourly rates in effect and the total  
24 number of hours worked each pay period. On occasions when Defendants issued two separate  
25 wage statements to employees, Defendants also failed to provide a single wage statement with the  
26 required information, in violation of Labor Code section 226.

27 81. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of  
28 accurate itemized wage statements, causing confusion and concealing wage and premium

1 underpayments. As a result, Plaintiffs and the Class are entitled to recover the statutory penalty of  
2 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee  
3 for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in  
4 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor  
5 Code section 226(e).

6 **SEVENTH CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **Violation of Labor Code §§ 201 through 203**

9 82. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

10 83. Defendants willfully failed in their affirmative obligation to pay all wages earned  
11 and unpaid to Plaintiffs and members of the Waiting Time Subclass immediately upon termination  
12 of employment or within 72 hours thereafter for employees who did not provide at least 72 hours  
13 prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter  
14 in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

15 84. Defendants' unlawful acts and omissions deprived Plaintiffs and the Class of timely  
16 wages upon separation of employment in amounts to be determined at trial. Plaintiffs and the Class  
17 are entitled to recover to the wages of Plaintiffs and members of the Waiting Time Subclass as a  
18 waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs  
19 to the extent permitted by law.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

22 **Violation of Labor Code § 2802**

23 85. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

24 86. Defendants willfully failed in their affirmative obligation to reimburse Plaintiffs and  
25 Class Members for all necessary expenditures, losses, expenses, and costs incurred by them in  
26 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

27 87. Defendants' unlawful acts and omissions deprived Plaintiffs and Class Members of  
28 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiffs and

1 the Class are entitled to recover to amount of the unreimbursed expenses of Plaintiffs and Class  
2 Members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including  
3 under Labor Code section 2802.

## 4 NINTH CAUSE OF ACTION

### 5 **FAILURE TO PROVIDE RECORDS**

#### 6 **Violation of Labor Code §§ 226, 432, 1198.5**

7 88. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

8 89. Plaintiffs bring this cause of action exclusively *in their individual capacities*.

9 90. Labor Code section 432 states that [i]f an employee. . . signs any instrument relating  
10 to the obtaining or holding of employment, he shall be given a copy of the instrument upon  
11 request.”

12 91. Labor Code section 226(b) grants employees the right to inspect or receive “a copy  
13 of records pertaining to their employment.” Labor Code section 226(f) authorizes a penalty of \$750  
14 for an employer’s failure to comply with a request for records made under section 226.

15 92. Labor Code section 1198.5 requires employers to provide an employee’s “personnel  
16 records” within 30 days of receipt of the request. Section 1198.5(k) authorizes a penalty of \$750  
17 for an employer’s failure to provide a copy of or permit inspection of personnel records. Section  
18 1198.5(l) allows an employee to seek injunctive relief to obtain an employer’s compliance with this  
19 section and authorizes the recovery of attorneys’ fees and costs.

20 93. Section 7 of the IWC Wage Orders, which may be enforced through Labor Code  
21 section 1198, requires that employers maintain records of when an employee begins and ends each  
22 work period and when the employee takes meal periods. Section 7(C) states that “[a]n employee’s  
23 records shall be made available for inspection by the employee upon reasonable request.”

24 94. Plaintiffs issued separate requests to Defendants in which they requested all records  
25 due under the IWC Wage Orders (including the Records sections) and Labor Code sections 226,  
26 432, and 1198.5. Defendants produced Plaintiffs’ personnel files months after the statutory  
27 deadline. To date, Defendants have also failed to produce complete time records and wage  
28 statements for Plaintiffs’.

1 95. Defendants' unlawful acts and omissions deprived Plaintiffs of the ability review the  
2 documents they received during their employment and to inspect and reconcile their actual time  
3 worked with the ultimate pay they received on their wage statements. Plaintiffs are entitled to  
4 recover penalties, in addition to interest, attorneys' fees, and costs to the extent permitted by law,  
5 including under Code of Civil Procedure section 1021.5, and Labor Code sections 226 and 1198.5.

6 **TENTH CAUSE OF ACTION**

7 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

8 **Business and Professions Code §§ 17200, *et seq.***

9 96. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

10 97. Defendants willfully failed in their affirmative obligation to timely pay each payday  
11 or at other required intervals all minimum, regular, and overtime wages, and meal and rest period  
12 premium wages, and gratuities to Plaintiffs and Class Members. These failures constitute unlawful,  
13 deceptive, and unfair business acts and practices in violation of Business and Professions Code  
14 section 17200, *et seq.*

15 98. Because Plaintiffs are victims of Defendants' unfair and unlawful conduct, as  
16 alleged throughout this Complaint, Plaintiffs, a individuals and on behalf of the Class seek  
17 restitution of all monies, gratuities, and property withheld, acquired, or converted by Defendants in  
18 violation of the Labor Code and IWC Wage Orders under Business and Professions Code section  
19 17202, 17203, 17204 and 17208.

20 99. Defendants' unlawful acts and omissions deprived Plaintiffs and Class Members of  
21 monies and property in amounts to be determined at trial. Plaintiffs and the Class are entitled to  
22 injunctive relief against Defendants, restitution, and other equitable relief to return all funds over  
23 which Plaintiffs and the Class have an ownership interest and to prevent future damage under  
24 Business and Professions Code section 17200, *et seq.* in addition to interest, attorneys' fees, and  
25 costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

26 ///



1 amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred  
2 dollars (\$100) for each underpaid employee for each pay period for which the employee was  
3 underpaid in addition to an amount sufficient to recover underpaid wages.”

4 105. Labor Code section 1197 states, “[t]he minimum wage for employees fixed by the  
5 commission is the minimum wage to be paid to employees, and the payment of a lower wage than  
6 the minimum so fixed is unlawful.” The “Minimum Wages” section of the applicable IWC Wage  
7 Order further provides that “[e]very employer shall pay to each employee, on the established  
8 payday for the period involved, not less than the applicable minimum wage for all hours worked in  
9 the payroll period, whether the remuneration is measured by time, piece, commission, or  
10 otherwise.”

11 106. Labor Code section 1197.1(a) provides: “Any employer or other person acting either  
12 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to  
13 any employee a wage less than the minimum fixed by an applicable state or local law, or by an  
14 order of the commission, shall be subject to a civil penalty ... and any applicable penalties imposed  
15 pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one  
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is  
17 underpaid ... and any applicable penalties imposed pursuant to Section 203. (2) For each  
18 subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each  
19 underpaid employee for each pay period for which the employee is underpaid regardless of whether  
20 the initial violation is intentionally committed.”

21 107. Defendants willfully failed in their affirmative obligation to pay Plaintiffs and  
22 aggrieved employees at least the lawful minimum wage for all hours worked in violation of Labor  
23 Code sections 1182.12, 1197 and 1198 and the IWC Wage Orders (the “Hours and Days of Work”  
24 and “Minimum Wages” sections of the applicable orders).

25 108. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
26 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
27 required by Labor Code sections 558, 1197.1, and 2699(a) and (f)(2), in addition to interest,  
28

1 attorneys' fees, and costs to the extent permitted by law, including under Labor Code section  
2 2699(g).

3 **TWELFTH CAUSE OF ACTION**

4 **CIVIL PENALTIES FOR FAILURE TO PAY ALL OVERTIME (PAGA)**

5 **Labor Code §§ 2698, *et seq.***

6 109. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

7 110. Defendants failed in their affirmative obligation to pay Plaintiffs and aggrieved  
8 employees no less than one and one-half times their respective "regular rate of pay" for all hours  
9 worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on  
10 the seventh day of work in any one workweek, and no less than twice their respective "regular rate  
11 of pay" for all hours over 12 hours in one day and any work in excess of eight hours on any seventh  
12 day of a workweek in violation of Labor Code sections 510 and 1198 and the IWC Wage Orders  
13 and the IWC Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

14 111. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
15 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
16 required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees,  
17 and costs to the extent permitted by law, including under Labor Code section 2699(g).

18 **THIRTEENTH CAUSE OF ACTION**

19 **CIVIL PENALTIES FOR SPLIT-SHIFT VIOLATIONS (PAGA)**

20 **Labor Code § 2698 *et seq.***

21 112. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

22 113. Defendants willfully failed to pay split-shift premiums to Plaintiffs and the  
23 aggrieved employees whenever they worked two shifts in a single workday, in violation of Section  
24 4 of IWC Wage Order No. 5.

25 114. Section 4(c) of IWC Wage Order number 5, which may be enforced through Labor  
26 Code section 1198, requires an employer to pay one hour of pay at the minimum wage when an  
27 employee works a split shift (*i.e.*, split shift premium). A split shift premium is owed when an  
28

1 employee's work schedule "is interrupted by non-paid non-working periods" "other than bona fide  
2 rest or meal periods." IWC Wage Order 5, § 2(R).

3 115. As described above, Plaintiffs and the aggrieved employees were required to work  
4 two shifts in a single workday. Defendants failed to pay split-shift premiums for these workdays  
5 although the period between the two shifts was not a bona-fide rest or meal period.

6 116. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
7 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
8 required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees,  
9 and costs to the extent permitted by law, including under Labor Code section 2699(g).

10 **FOURTEENTH CAUSE OF ACTION**

11 **CIVIL PENALTIES FOR MEAL PERIOD VIOLATIONS (PAGA)**

12 **Labor Code § 226.7**

13 117. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

14 118. Defendants willfully failed in their affirmative obligation to consistently provide  
15 Plaintiffs and aggrieved employees compliant, duty-free meal periods of not less than 30 minutes  
16 beginning before the fifth hour of hour for each work period of more than five hours per day and a  
17 second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of  
18 work in violation of Labor Code sections 226.7, 512, 1198 and the IWC Wage Orders (the "Meal  
19 Periods" sections of the applicable orders).

20 119. Further, Defendants willfully failed in their affirmative obligation to consistently pay  
21 Plaintiffs and aggrieved employees one additional hour of pay at the respective regular rate of  
22 compensation for each workday that a fully compliant meal period was not provided, in violation of  
23 Labor Code sections 226.7 and the IWC Wage Orders.

24 120. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
25 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
26 required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees,  
27 and costs to the extent permitted by law, including under Labor Code section 2699(g).

28



1 **FIFTEENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR REST PERIOD VIOLATIONS (PAGA)**

3 **Labor Code § 226.7**

4 121. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

5 122. Defendants willfully failed in their affirmative obligation to consistently authorize  
6 and permit Plaintiffs and aggrieved employees to receive compliant, duty-free rest periods of not  
7 less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of  
8 Labor Code sections 226.7, 516, 1198 and the IWC Wage Orders (the “Rest Periods” sections of  
9 the applicable orders).

10 123. Further, Defendants willfully failed in their affirmative obligation to consistently pay  
11 Plaintiffs and aggrieved employees one additional hour of pay at the respective regular rate of  
12 compensation for each workday that a fully compliant rest period was not provided, in violation of  
13 Labor Code sections 226.7 and the IWC Wage Orders.

14 124. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
15 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
16 required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys’ fees,  
17 and costs to the extent permitted by law, including under Labor Code section 2699(g).

18 **SIXTEENTH CAUSE OF ACTION**

19 **CIVIL PENALTIES FOR**

20 **UNTIMELY PAYMENT OF WAGES (PAGA)**

21 **Labor Code § 204, *et seq.***

22 125. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

23 126. Defendants willfully failed in their affirmative obligation to timely pay all wages and  
24 premiums earned by Plaintiffs and aggrieved employees twice during each calendar month on days  
25 designated in advance by the employer as regular paydays (for employees paid on a non-weekly  
26 basis) and on the regularly-scheduled weekly payday for any weekly employees, as applicable, in  
27 violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages”  
28 sections of the applicable orders).

1 127. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
2 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
3 required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees,  
4 and costs to the extent permitted by law, including under Labor Code section 2699(g).

5 **SEVENTEENTH CAUSE OF ACTION**  
6 **CIVIL PENALTIES FOR**  
7 **WAGE STATEMENT VIOLATIONS (PAGA)**  
8 **Labor Code § 226**

9 128. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

10 129. Labor Code section 226.3 provides: "Any employer who violates subdivision (a) of  
11 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
12 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for  
13 each violation in a subsequent citation, for which the employer fails to provide the employee a  
14 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.  
15 The civil penalties provided for in this section are in addition to any other penalty provided by law."

16 130. Defendants failed in their affirmative obligation provide accurate itemized wage  
17 statements to Plaintiffs and aggrieved employees in violation of Labor Code section 226(a) because  
18 Plaintiffs and aggrieved employees were not paid for all hours worked at the proper wage rates and  
19 the wage statements reflected inaccurate totals, including gross and net wages earned, total hours  
20 worked, applicable rates in effect and corresponding number of hours worked. Defendants also  
21 violated section 226 during pay periods when they issued Plaintiffs and the aggrieved employees  
22 two separate wage statements as opposed to a single wage statement showing all categories required  
23 by section 226(a).

24 131. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
25 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
26 required by Labor Code sections 226.3 and 2699(a) and (f)(2), in addition to interest, attorneys'  
27 fees, and costs to the extent permitted by law, including under Labor Code section 2699(g).

28

1 **EIGHTEENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES FOR**

3 **PAID SICK LEAVE VIOLATIONS (PAGA)**

4 **Labor Code §§ 246 *et seq.***

5 132. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

6 133. Defendants knowingly and intentionally failed in their affirmative obligation to  
7 provide notice of and provide and pay paid sick leave to Plaintiffs and the aggrieved employees in  
8 violation of Labor Code sections 246 through 248.5.

9 134. Labor Code section 246(b)(1) requires that employees accrue sick leave at the  
10 commencement of employment at a rate of 1 hour for every thirty hours worked. Section 246(c)  
11 entitles employees to use any accrued sick leave beginning on their 90th day of employment.

12 135. Labor Code section 246(l) governs how Defendants were required to calculate paid  
13 sick leave:

14 [A]n employer shall calculate paid sick leave using any of the following calculations:

15 (1) Paid sick time for nonexempt employees shall be calculated in the same manner  
16 as the regular rate of pay for the workweek in which the employee uses paid sick  
17 time, whether or not the employee actually works overtime in that workweek.

18 (2) Paid sick time for nonexempt employees shall be calculated by dividing the  
19 employee's total wages, not including overtime premium pay, by the employee's  
20 total hours worked in the full pay periods of the prior 90 days of employment.

21 (3) Paid sick time for exempt employees shall be calculated in the same manner as  
22 the employer calculates wages for other forms of paid leave time.

23 136. Labor Code section 246(i) requires employers to provide employees with written  
24 notice every pay period "that sets forth the amount of paid sick leave available, or paid time off in  
25 lieu of sick leave." The notice can either be on the employees' wage statements or a separate  
26 written notice.

1 137. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the  
2 aggrieved employees and the State of California for civil penalties as required by Labor Code  
3 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted  
4 by law, including under Labor Code section 2699(g). Plaintiffs are also entitled to penalties under  
5 Labor Code section 248.5. Plaintiffs and the aggrieved employees are entitled to recover to these  
6 amounts in addition to interest, attorneys' fees, and costs to the extent permitted by law.

7 **NINETEENTH CAUSE OF ACTION**

8 **SUPPLEMENTAL PAID SICK LEAVE VIOLATIONS (PAGA)**

9 **Labor Code §§ 246 *et seq.***

10 138. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

11 139. Defendants knowingly and intentionally failed in their affirmative obligation to  
12 provide notice of and provide and pay Covid-19 Supplemental Sick Leave to Plaintiffs and the  
13 aggrieved employees in violation of Labor Code sections 246, 247, 247.5, 248.1, 248.2, and 248.6.

14 140. Pursuant to Labor Code section 248.1, Defendants were required to provide up to 80  
15 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 20, 2020 to  
16 December 31, 2020, but failed to do so. Pursuant to Labor Code sections 248.2 and 248.6,  
17 Defendants were required to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for  
18 the period of January 1, 2021 through at least September 30, 2022, but failed to do so.

19 141. Labor Code section 248.1, 248.2, and 248.6 incorporate the notice and record  
20 keeping provisions of sections 246(i) and 247.5. Labor Code section 246(i) requires employers to  
21 provide employees with written notice every pay period "that sets forth the amount of paid sick  
22 leave available, or paid time off in lieu of sick leave." The notice can be either on the employees'  
23 wage statements or a separate written notice. Labor Code section 247.5 also requires Defendants to  
24 keep records of such leave or else there is a presumption that employees are "entitled to the  
25 maximum hours accruable...unless [Defendants] can show otherwise by clear and convincing  
26 evidence."

1 142. Defendants have failed to provide notice of this the Supplemental Sick Leave as  
2 required by section 246.5. On information and belief, Defendants are alleged to have failed to  
3 maintain paid sick leave records as required by Labor Code section 247.5.

4 143. Labor Code section 248.1 requires Covid-19 Supplemental Paid Sick Leave to be  
5 paid at the highest of the following methods: (1) the regular rate of pay for the workweek in which  
6 leave is taken; (2) state minimum wage; or (3) local ordinance minimum wage.

7 144. Labor Code section 248.2 requires Covid-19 Supplemental Paid Sick Leave to be  
8 paid at the highest of the following methods: (1) the regular rate of pay for the workweek in which  
9 leave is taken; (2) average hourly pay for preceding 90 days (excluding overtime pay), (3) state  
10 minimum wage; (4) local ordinance minimum wage. Labor Code section 248.6 requires employers  
11 to pay supplemental sick leave using either method I or II identified above.

12 145. Defendants failed to provide and pay Covid-19 Supplemental Paid Sick Leave in the  
13 manner described above.

14 146. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the  
15 aggrieved employees and the State of California for civil penalties as required by Labor Code  
16 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted  
17 by law, including under Labor Code section 2699(g). Plaintiffs are also entitled to penalties under  
18 Labor Code section 248.5. Plaintiffs and the aggrieved employees are entitled to recover to these  
19 amounts in addition to interest, attorney's fees and costs to the extent permitted by law.

20 **TWENTIETH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY ALL WAGES UPON SEPARATION OF**  
22 **EMPLOYMENT (PAGA)**

23 **Labor Code §§ 201 through 203**

24 147. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

25 148. Defendants willfully failed in their affirmative obligation to pay all wages earned  
26 and unpaid to Plaintiffs and aggrieved employees immediately upon termination of employment or  
27 within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or  
28 her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of

1 Labor Code sections 201 through 203 and the IWC Wage Orders. The wages remaining unpaid are  
2 those due to Defendants failure to pay employees for all hours worked and for meal and rest period  
3 premiums.

4 149. As a result, Defendants violated the Labor Code and IWC Wage Orders and are  
5 liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as  
6 required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees,  
7 and costs to the extent permitted by law, including under Labor Code section 2699(g).

8 **TWENTY-FIRST CAUSE OF ACTION**

9 **CIVIL PENALTIES FOR FAILURE TO REIMBURSE**

10 **BUSINESS EXPENSES (PAGA)**

11 **Labor Code § 2802**

12 150. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

13 151. Defendants willfully failed in their affirmative obligation to reimburse Plaintiffs and  
14 aggrieved employees for all necessary expenditures, losses, expenses and costs incurred by them in  
15 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

16 152. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the  
17 aggrieved employees and the State of California for civil penalties as required by Labor Code  
18 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted  
19 by law, including under Labor Code section 2699(g).

20 **TWENTY-SECOND CAUSE OF ACTION**

21 **CIVIL PENALTIES FOR FAILURE TO PROVIDE RECORDS (PAGA)**

22 **Violation of Labor Code §§ 226, 432, 1198.5**

23 153. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

24 154. Labor Code section 432 states that [i]f an employee. . . signs any instrument relating  
25 to the obtaining or holding of employment, he shall be given a copy of the instrument upon  
26 request.”

1 155. Labor Code section 226(b) grants employees the right to inspect or receive “a copy  
2 of records pertaining to their employment.” Labor Code section 226(f) authorizes a penalty of \$750  
3 for an employer’s failure to comply with a request for records made under section 226.

4 156. Labor Code section 1198.5 requires employers to provide an employee’s “personnel  
5 records” within 30 days of receipt of the request. Section 1198.5(k) authorizes a penalty of \$750  
6 for an employer’s failure to provide a copy of or permit inspection of personnel records. Section  
7 1198.5(l) allows an employee to seek injunctive relief to obtain an employer’s compliance with this  
8 section and authorizes the recovery of attorneys’ fees and costs.

9 157. Section 7 of the IWC Wage Orders, which may be enforced through Labor Code  
10 section 1198, requires that employers maintain records of when an employee begins and ends each  
11 work period and when the employee takes meal periods. Section 7(C) states that “[a]n employee’s  
12 records shall be made available for inspection by the employee upon reasonable request.”

13 158. Plaintiffs issued a records request to Defendants requesting all records due under the  
14 IWC Wage Orders (including the Records sections) and Labor Code sections 226, 432, and 1198.5.  
15 Defendants willfully failed to timely provide all records required for production and/or inspection  
16 within the time periods proscribed by statute.

17 159. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the  
18 aggrieved employees and the State of California for civil penalties as required by Labor Code  
19 section 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and costs to the extent permitted  
20 by law, including under Labor Code section 2699(g).

21 **TWENTY-THIRD CAUSE OF ACTION**  
22 **RECORDKEEPING VIOLATIONS (PAGA)**

23 **Labor Code § 1174**

24 160. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

25 161. Labor Code section 1174 provides: “Every person employing labor in this state shall:  
26 ...(d) Keep, at a central location in the state or at the plants or establishments at which employees  
27 are employed, payroll records showing the hours worked daily by and the wages paid to, and the  
28 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at

1 the respective plants or establishments. These records shall be kept in accordance with rules  
2 established for this purpose by the commission, but in any case shall be kept on file for not less than  
3 three years.”

4 162. Labor Code section 1174.5 provides: “Any person employing labor who willfully  
5 fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete  
6 records required by subdivision (d) of Section 1174 ..., shall be subject to a civil penalty of five  
7 hundred dollars (\$500).”

8 163. Defendants willfully failed in their affirmative obligation to maintain accurate  
9 records showing the hours worked daily and wages paid to the aggrieved employees, in violation of  
10 Labor Code sections 1174, 1198 and the IWC Wage Orders (the “Records” sections of the  
11 applicable orders).

12 164. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the  
13 aggrieved employees, and the State of California for civil penalties as required by Labor Code  
14 section 1174.5, in addition to attorneys’ fees, costs, and interest to the extent permitted by law,  
15 including under Labor Code section 2699(g).

16 **PRAYER FOR RELIEF**

17 Plaintiffs pray for judgment as follows:

- 18 a. For certification of this action as a class action;
- 19 b. For appointment of Plaintiffs as the representatives of the Class;
- 20 c. For appointment of counsel for Plaintiffs as Class Counsel;
- 21 d. For injunctive relief;
- 22 e. For compensatory damages in amount according to proof;
- 23 f. For all recoverable pre- and post-judgment interest;
- 24 g. For recovery of all statutory penalties and liquidated damages;
- 25 h. For disgorgement of all amounts wrongfully obtained;
- 26 i. For this action to be maintained as a representative action under the PAGA and for  
27 Plaintiffs and counsel to be provided with all enforcement capability as if the action  
28



1 were brought by the State of California or the California Division of Labor  
2 Enforcement;

3 j. For recovery of all civil penalties and other recoverable amounts under the PAGA;

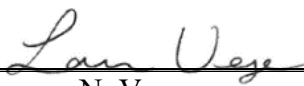
4 k. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent  
5 permitted by law, including (without limitation) under California Labor Code  
6 sections 218.5, 226, 1194, 2802, and Code of Civil Procedure section 1021.5;

7 l. For such other relief the Court deems just and proper.  
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9 Respectfully submitted,

10  
11 Dated: March 7, 2022

Ferraro Vega Employment Lawyers, Inc.

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15 Lauren N. Vega  
16 Attorney for Plaintiffs Nataly Gomez  
17 and Isabel Dominguez  
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