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individually, and on behalf of others similarly
situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MANUEL DELGADO, individually, and on behalf
of others similarly situated and aggrieved

Plaintiff,

v.

JOBSOURCE, INC., a California Corporation;
JOBSOURCE HOLDINGS, INC., a California
Corporation; JOBSOURCE HUNTINGTON
PARK, a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20STCV14536

*Assigned for all purposes to the Honorable Amy
D. Hogue, Dept. 7*

**FIRST AMENDED CLASS &
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime Wages
3. Failure to Provide Required Meal Periods
4. Failure to Provide Required Rest Periods
5. Failure to Indemnify Employees for Necessary
Expenditures Incurred in Discharge of Duties
6. Failure to Furnish Accurate Itemized Wage
Statements
7. Failure to Pay Timely and All Wages Due to
Discharged and Quitting Employees
8. Unfair and Unlawful Business Practices
9. Civil Penalties Pursuant to PAGA

DEMAND FOR JURY TRIAL

Complaint Filed: April 15, 2020
Trial: None Set

1 **NATURE OF ACTION**

2 1. Plaintiff MANUEL DELGADO (“PLAINTIFF”) bring this first amended class and
3 representative action complaint and case on behalf of himself and all others similarly situated and
4 aggrieved current and former non-exempt employees, who worked in the State of California for defendant
5 JOB SOURCE, INC., a California Corporation (“DEFENDANT JOB SOURCE, INC.”), defendant
6 JOBSOURCE HOLDINGS, INC., a California Corporation (“DEFENDANT JOBSOURCE
7 HOLDINGS, INC.”), JOBSOURCE HUNTINGTON PARK, a California Corporation (“DEFENDANT
8 JOBSOURCE HUNTINGTON PARK”) (collectively, “DEFENDANTS”), and DOES 1 through 50
9 inclusive, against DEFENDANTS to remedy DEFENDANTS’ illegal wage payment and employment
10 policies and practices during the relevant statutory periods, for which PLAINTIFF seeks damages,
11 restitution, penalties, injunctive relief, interest, attorneys’ fees and costs, and all other legal and equitable
12 remedies deemed just and proper under California law.

13 **JURISDICTION**

14 2. The Superior Court of the State of California has jurisdiction over this matter because, at
15 all relevant times, PLAINTIFF is, or was, a resident of the State of California. PLAINTIFF is informed,
16 believes and thereon alleges that, at all relevant times, at least one of the DEFENDANTS was qualified to
17 do business in California as a domestic corporation or business entity and regularly conducted business in
18 California as a domestic corporation or business entity. Furthermore, no federal question is at issue
19 because PLAINTIFF’s causes of action are based solely on California law.

20 **VENUE**

21 3. Venue is proper in this judicial district and the County of Los Angeles, California because
22 PLAINTIFF and persons similarly situated and aggrieved performed work for DEFENDANTS in the
23 County of Los Angeles and DEFENDANTS executed their illegal wage payment and employment policies
24 and practices, which are the subject of this action, in the County of Los Angeles, which adversely impacted
25 persons similarly situated and aggrieved including persons residing or working in the County of Los
26 Angeles.

27 **PLAINTIFF & CLASS MEMBERS**

28 4. PLAINTIFF is a resident of the State of California and a current or former employee of

1 DEFENDANTS. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
2 employed and classified PLAINTIFF as a non-exempt employee for several months and into the latter half
3 of 2019 in and around the County of Los Angeles.

4 5. PLAINTIFF brings this action as an individual and on behalf of and the following similarly
5 situated and aggrieved class of individuals: all current and former non-exempt employees of
6 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to
7 the filing of this action and until the time it settles, ends in a final judgment, or to a date fixed by the Court
8 (“CLASS MEMBERS”). PLAINTIFF reserves the right to name additional class representatives.¹

9 6. During the relevant statutory periods, DEFENDANTS employed PLAINTIFF and CLASS
10 MEMBERS pursuant to employment agreements that were partly written, partly oral, and partly implied.
11 In perpetrating the acts and omissions alleged herein, DEFENDANTS acted pursuant to, and in
12 furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS all wages
13 earned and due through methods and schemes which include, but are not limited to, failing to pay all
14 minimum wages due; failing to pay all overtime wages due; failing to pay reporting time and split shift
15 wages due; failing to timely provide compliant meal periods (or to pay compensation for a lack thereof);
16 failing to timely provide compliant rest periods (or to pay compensation for a lack thereof); failing to
17 timely pay all wages due during employment; failing to timely pay all wages to due at time of discharge
18 or quitting; failing to provide accurate itemized statements; failing to maintain accurate records; failing to
19 indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures; and unlawfully deducting
20 wages from PLAINTIFF and CLASS MEMBERS, all in violation of the California Labor Code and the
21 applicable Industrial Welfare Commission (“IWC”) Orders.

22 7. In addition or in the alternative to alleging that DEFENDANTS were his direct employers,
23 PLAINTIFF is informed and believes, and thereon alleges, that while PLAINTIFF and CLASS
24 MEMBERS performed work for DEFENDANTS, DEFENDANTS misclassified PLAINTIFF and
25 CLASS MEMBERS as independent contractors because PLAINTIFF and CLASS MEMBERS either (A)

26 ¹ Unless otherwise stated, PLAINTIFF brings all factual allegations regarding himself and his relevant
27 interactions with DEFENDANTS based on personal knowledge and all other allegations based on
28 information and belief including those based on his counsel’s investigation. Each allegation in the instant
Complaint is supported by evidence or is likely to be supported by evidence after a reasonable
opportunity for further investigation and discovery.

1 were not free from the control and direction of DEFENDANTS in connection with their performance of
2 the work, both under the contract for the performance of such work and in fact; (B) did not perform work
3 that was outside the usual course of the DEFENDANTS' business; or (C) were not customarily engaged
4 in an independently established trade, occupation or business of the same nature as the work performed
5 for DEFENDANTS.

6 8. While performing work for DEFENDANTS, PLAINTIFF did not perform and is informed
7 and believes, and thereon alleges, that CLASS MEMBERS did not perform more than fifty percent (50%)
8 of their duties utilizing advanced knowledge, specialized intellectual instruction, invention, imagination,
9 originality, or artistic talent that would qualify them as exempt employees under any professional,
10 executive or administrative exemption.

11 9. While performing work for DEFENDANTS, PLAINTIFF did not perform and is informed
12 and believes, and thereon alleges, that CLASS MEMBERS did not perform more than fifty percent (50%)
13 of their duties making sales, obtaining orders, or contracts for services customarily or predominately away
14 from DEFENDANTS' places of business that would that would qualify them as exempt employees under
15 the outside sales person exemption.

16 10. In addition or in the alternative to alleging that DEFENDANTS were his direct employers,
17 PLAINTIFF is informed and believes, and thereon alleges, that while PLAINTIFF and CLASS
18 MEMBERS performed work for DEFENDANTS, DEFENDANTS' conduct qualified them as a
19 "temporary services employer" as defined in California Labor Code § 201.3(a)(1) because PLAINTIFF is
20 informed and believes, and thereon alleges DEFENDANTS were an employing unit that contracted with
21 clients or customers to supply workers to perform services for the clients or customers and that
22 DEFENDANTS performed all of the following functions in that DEFENDANTS (A) negotiated with
23 clients and customers for matters such as the time and place where the services are to be provided, the
24 type of work, the working conditions, and the quality and price of the services; (B) determined assignments
25 or reassignments of workers, even if workers retained the right to refuse specific assignments; (C) retained
26 the authority to assign or reassign a worker to another client or customer when the worker is determined
27 unacceptable by a specific client or customer; (D) assigned or reassigned workers to perform services for
28 clients or customers; (E) set the rate of pay of workers, whether or not through negotiation; (F) paid

workers from its own account or accounts; and (G) retained the right to hire and terminate workers.

11. As a direct and proximate result of DEFENDANTS' unlawful acts and omissions, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but no less than twenty million dollars (\$20,000,000.00), subject to proof at trial, and within the jurisdiction of this Court.

DEFENDANTS

12. PLAINTIFF is informed, believes and thereon alleges that DEFENDANT JOB SOURCE, INC. is, and at all times relevant herein was, a corporation formed and existing under the laws of the State of California. PLAINTIFF is further informed, believes and thereon alleges that the State of California authorized DEFENDANT JOB SOURCE, INC. to conduct and that DEFENDANT JOB SOURCE, INC. did conduct business in California under California Secretary of State corporate number: C3968501 including while doing business in the State of California and within the County of Los Angeles.

13. PLAINTIFF is informed, believes and thereon alleges that DEFENDANT JOBSOURCE HOLDINGS, INC. is, and at all times relevant herein was, a corporation formed and existing under the laws of the State of California. PLAINTIFF is further informed, believes and thereon alleges that the State of California authorized DEFENDANT JOBSOURCE HOLDINGS, INC. to conduct and that DEFENDANT JOBSOURCE HOLDINGS, INC. did conduct business in California under California Secretary of State corporate number: C3765426 including while doing business in the State of California and within the County of Los Angeles.

14. PLAINTIFF is informed, believes and thereon alleges that DEFENDANT JOBSOURCE HUNTINGTON PARK is, and at all times relevant herein was, a corporation formed and existing under the laws of the State of California. PLAINTIFF is further informed, believes and thereon alleges that the State of California authorized DEFENDANT JOBSOURCE HUNTINGTON PARK to conduct and that DEFENDANT JOBSOURCE HUNTINGTON PARK did conduct business in California under California Secretary of State corporate number: C3658189 including while doing business in the State of California and within the County of Los Angeles.

15. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious names

(hereinafter, DEFENDANT JOBSOURCE, INC., DEFENDANT JOBSOURCE HOLDINGS, INC., DEFENDANT JOBSOURCE HUNTINGTON PARK, and all DOE defendants are collectively referred to as “DEFENDANTS”). PLAINTIFF is informed, believes and thereon alleges that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS MEMBERS’ injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendant. PLAINTIFF shall seek leave of court to amend this Complaint to allege the true names and capacities of such DOE Defendants when ascertained.

16. PLAINTIFF is informed, believes and thereon alleges that DEFENDANTS, at all times relevant in this action, committed acts and omissions in concert with each other.² PLAINTIFF is informed, believes and thereon alleges that there has been a unity of interest and ownership between the DEFENDANTS such that any corporate individuality and separateness between them has ceased, that they are alter egos of each other, and that if DEFENDANTS’ acts are treated as those of only one of them, then an inequitable result would follow.

17. PLAINTIFF is informed, believes and thereon alleges that, at all times relevant in this action, DEFENDANTS were the joint employers, alter egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals, associates, managers, supervisors, managing agents, directors, owners, sisters, related entities, co-conspirators, agents, partners, joint venturers, masters, servants, aidors, abettors, franchisees, franchisors, joint enterprisers, and/or guarantors, actual or ostensible, of each other. PLAINTIFF is informed, believes and thereon alleges that, at all times relevant in this action, each of the DEFENDANTS was completely dominated by his, her or its co-defendant and had authority, actual or ostensible, to perform the acts and omissions alleged herein. PLAINTIFF is informed, believes and thereon alleges that, at all times relevant in this action, to the extent that certain actions and omissions were perpetrated by certain DEFENDANTS, the remaining DEFENDANTS condoned, authorized, and ratified such acts and omissions. Accordingly, whenever PLAINTIFF alleges that any of the DEFENDANTS committed an act or omission, PLAINTIFF attributes such allegations to each of the DEFENDANTS individually, jointly, and severally.

² PLAINTIFF alleges each of these theories of joint liability in the alternative whenever not doing so would result in a contradiction with PLAINTIFF’s other allegations.

1 18. As a direct and proximate result of DEFENDANTS' unlawful acts and omissions,
2 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from monetary losses in
3 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

4 **CLASS ACTION DESIGNATION**

5 19. This action is appropriately suited as a class action because:

6 a. The potential class is a significant number and joinder of all current and former
7 employees individually would be impractical.

8 b. This action involves common questions of law and fact to the potential class
9 because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies,
10 which were applied to all non-exempt employees in violation of the California Labor Code, the applicable
11 IWC Wage Orders, and the California Business and Professions Code which prohibits unfair business
12 practices arising from such violations.

13 c. PLAINTIFF's causes of action are typical of the class because PLAINTIFF is
14 informed, believes and thereon alleges that DEFENDANTS subjected all non-exempt employees to
15 identical violations of the California Labor Code, the applicable IWC Wage Orders, and the California
16 Business and Professions Code.

17 d. PLAINTIFF is able to fairly and adequately protect the interests of all members of
18 the class because it is in his best interests to prosecute the causes of action alleged herein to obtain full
19 compensation due to them for all services rendered and hours worked.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Pay Minimum Wages**

22 **[Cal. Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 1-2001, § 4 or other applicable**
23 **IWC Wage Orders]**

24 **(Against all DEFENDANTS)**

25 20. Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 1-
26 2001, § 4 or other applicable IWC Wage Orders, California has fixed minimum wage rates, has required
27 employers in California to pay their employees no less than the minimum for all hours worked in the
28 payroll period, has provided that minimum wages for employees fixed by the IWC or by state law, is the

1 minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is
2 unlawful.

3 21. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
4 entitled to the protections of California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 1-
5 2001, § 4 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS
6 routinely deprived PLAINTIFF and CLASS MEMBERS of all minimum wages earned and due by
7 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock, work
8 through meal and rest periods, by failing to pay all reporting time and split shift payments earned and due,
9 by illegally and inaccurately recording time during which PLAINTIFF and CLASS MEMBERS worked,
10 by failing to properly maintain PLAINTIFF and CLASS MEMBERS' records, by failing to provide
11 accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period, and by
12 other methods to be discovered, while failing to compensate PLAINTIFF and CLASS MEMBERS for all
13 minimum wages for all hours worked as required under California Labor Code §§ 1182.12, 1197, 1198
14 and IWC Wage Order No. 1-2001, § 4 or other applicable IWC Wage Orders. As a proximate result,
15 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to
16 the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
17 seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective
18 detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

19 22. DEFENDANTS' conduct described herein violates California Labor Code §§ 1182.12,
20 1197, 1198 and IWC Wage Order No. 1-2001, § 4 or other applicable IWC Wage Orders. As a proximate
21 result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an
22 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203,
23 204, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor
24 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
25 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and
26 costs of suit.

27 **SECOND CAUSE OF ACTION**

28 **Failure to Pay Overtime Wages**

[Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 1-2001, § 3 or other applicable IWC Wage Orders]
(Against all DEFENDANTS)

23. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

24. Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 1-2001, § 3 or other applicable IWC Wage Orders, California has required employers to pay their employees at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1198 and IWC Wage Order No. 1-2001, § 3 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS routinely deprived PLAINTIFF and CLASS MEMBERS of all overtime wages earned and due by requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock, work through meal and rest periods, by illegally and inaccurately recording time during which PLAINTIFF and CLASS MEMBERS worked, by failing to properly maintain PLAINTIFF and CLASS MEMBERS' records, by failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period, and by other methods to be discovered, while failing to compensate PLAINTIFF and CLASS MEMBERS for all overtime wages calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, and at two (2) times the regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek as required under California Labor Code §§ 510, 1198 and IWC Wage Order No. 1-2001, § 3 or other applicable IWC Wage Orders.

26. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and

all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510, 1198 and IWC Wage Order No. 1-2001, § 3 or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226, 500, 510, 558, 558.1, 1194, 1197.1, 1198 and other and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512, 1198; IWC Wage Order No. 1-2001, § 11 or other applicable IWC Wage Orders]

(Against all DEFENDANTS)

28. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

29. Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 1-2001, § 11 or other applicable IWC Wage Orders, California has prohibited employers from employing a person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing a person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. California has also required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty"

1 meal period and counted as time worked. Moreover, if an employer fails to provide an employee a meal
2 period in accordance with the applicable provisions of the relevant IWC Wage Order, then the employer
3 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
4 workday that the meal period is not provided.

5 30. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
6 entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 1-
7 2001, § 11 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS
8 failed to provide PLAINTIFF and CLASS MEMBERS meal periods, or to pay one (1) additional hour of
9 compensation at PLAINTIFF and CLASS MEMBERS' regular rates of compensation for each workday
10 that a meal period was not provided, as required under the foregoing provisions of the California Labor
11 Code and IWC Wage Orders by, among other things: requiring, permitting or suffering PLAINTIFF and
12 CLASS MEMBERS to work past five (5) hours from the starts of their shifts before starting a meal period;
13 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work past ten (10) hours from
14 the starts of their shifts before starting a second meal period; requiring, permitting or suffering
15 PLAINTIFF and CLASS MEMBERS to take meal periods of less than 30 minutes or that were otherwise
16 not duty-free inasmuch as DEFENDANTS failed to relieve PLAINTIFF and CLASS MEMBERS of all
17 of their duties or maintained control over them during that time; failing to count all times that
18 DEFENDANTS failed to provide PLAINTIFF and CLASS MEMBERS duty-free 30-minute meal periods
19 as time worked for the purposes of minimum wage and overtime wage payments; failing to pay
20 PLAINTIFF and CLASS MEMBERS one (1) hour of pay at their regular rates of compensation for each
21 workday that the meal period was not provided; and by other methods to be discovered, in violation of
22 California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 1-2001, § 11 or other applicable
23 IWC Wage Orders.

24 31. In violation of California law, DEFENDANTS have knowingly and willfully refused to
25 perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and
26 all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue
27 to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
28 and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations

under state law, all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

32. DEFENDANTS' conduct described herein violates California Labor Code §§ 226.7, 510, 512, 1194, 1197, 1198 and IWC Wage Order No. 1-2001, § 11 or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 500, 510, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 1198; IWC Wage Order No. 1-2001, § 12 or other applicable IWC Wage Orders]

(Against all DEFENDANTS)

33. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

34. Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 1-2001, § 12 or other applicable IWC Wage Orders, California has required that employers shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

35. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 1-2001, § 12 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS failed to

1 provide PLAINTIFF and CLASS MEMBERS rest periods, or to pay one (1) additional hour of
2 compensation at PLAINTIFF and CLASS MEMBERS' regular rates of compensation for each workday
3 that a rest period was not provided, as required under the foregoing provisions of the California Labor
4 Code and IWC Wage Order by, among other things: requiring, permitting or suffering PLAINTIFF and
5 CLASS MEMBERS to work past three and one-half (3 1/2) hours from the starts of their shifts without
6 authorizing and permitting them to take a timely and fully uninterrupted first rest period; requiring,
7 permitting or suffering PLAINTIFF and CLASS MEMBERS to work past six (6) hours from the starts of
8 their shifts without authorizing and permitting them to take a timely and fully uninterrupted second rest
9 period; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work past ten (10) hours
10 from the starts of their shifts without authorizing and permitting them to take a timely and fully
11 uninterrupted third rest period; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to
12 take rest periods of less than 10 minutes or that were otherwise not duty-free inasmuch as DEFENDANTS
13 failed to relieve PLAINTIFF and CLASS MEMBERS of all of their duties or maintained control over
14 them during that time; failing to pay PLAINTIFF and CLASS MEMBERS one (1) hour of pay at their
15 regular rates of compensation for each workday that the rest period was not provided; and by other
16 methods to be discovered, in violation of California Labor Code §§ 226.7, 1198, and IWC Wage Order
17 No. 1-2001, § 12 or other applicable IWC Wage Orders.

18 36. In violation of California law, DEFENDANTS have knowingly and willfully refused to
19 perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and
20 all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue
21 to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
22 and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations
23 under state law, all to their respective detriments in amounts according to proof at time of trial, and within
24 the jurisdiction of this Court.

25 37. DEFENDANTS' conduct described herein violates California Labor Code §§ 226.7, 1198,
26 and IWC Wage Order No. 1-2001, § 12 or other applicable IWC Wage Orders. Therefore, pursuant to
27 California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 558, 558.1, 1194, 1194.2, 1197.1, 1198 and
28 other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and

CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
[Cal. Labor Code §§ 221; 1198, 2802(a); IWC Wage Order No. 1-2001, § 9 or other applicable
IWC Wage Orders]
(Against all DEFENDANTS)**

38. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

39. Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 1-2001, § 9 or other applicable IWC Wage Orders, California has required that employers indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. California Labor Code § 221 has provided that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

40. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 221, 2802(a), 1198, and IWC Wage Order No. 1-2001, § 9 or other applicable IWC Wage Orders. During the relevant statutory periods, DEFENDANTS knowingly and willfully collected or received parts of wages paid and/or failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS including, but not limited to, by failing to reimburse PLAINTIFF and CLASS MEMBERS for expenses they incurred in complying with DEFENDANTS' uniform or safety wear requirements, mileage and personal vehicle use or travel requirements, and by other methods to be discovered, in violation of California Labor Code §§ 221, 2802(a), 1198, and IWC Wage Order No. 1-2001, § 9 or other applicable IWC Wage Orders.

41. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to indemnify PLAINTIFF and CLASS MEMBERS for all monies they expended

1 in necessary expenditures or losses incurred. As a proximate result, PLAINTIFF and CLASS MEMBERS
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 unreimbursed monies, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully
4 perform their obligations under state law, all to their respective detriments in amounts according to proof
5 at time of trial, and within the jurisdiction of this Court.

6 42. DEFENDANTS' conduct described herein violates California Labor Code § 2802(a) 1198,
7 and IWC Wage Order No. 1-2001, § 9 or other applicable IWC Wage Orders. Therefore, pursuant to
8 California Labor Code §§ 221, 2802(b), 2802(c), 2802(d), 1198 and other applicable provisions under the
9 California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to
10 recover the unreimbursed amounts owed to them by DEFENDANTS, plus interest, penalties, attorneys'
11 fees, expenses, and costs of suit.

12 **SIXTH CAUSE OF ACTION**

13 **Failure to Furnish Accurate Itemized Wage Statements**

14 **[Cal. Labor Code §§ 226(a), 226(e)(2)(B), 1198; IWC Wage Order No. 1-2001, § 7 or other**
15 **applicable IWC Wage Orders]**
16 **(Against all DEFENDANTS)**

17 43. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
18 consistent with this cause of action, as if fully set forth herein.

19 44. Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order
20 No. 1-2001, § 7 or other applicable IWC Wage Orders, California has required that employers
21 semimonthly, or at the time of each payment of wages set by the employer, furnish each of its employees
22 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked
23 by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period
25 for which the employee is paid, (7) the name of the employee and only the last four digits of his or her
26 social security number or an employee identification number other than a social security number, (8) the
27 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
28 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 California law has stated that an employee is deemed to suffer injury for purposes of this subdivision if
2 the employer fails to provide accurate and complete information as required by any one or more of items
3 of the foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from
4 the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee
5 during the pay period or any of the other information required to be provided on the itemized wage
6 statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

7 45. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
8 entitled to the protections of California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order
9 No. 1-2001, § 7 or other applicable IWC Wage Orders. During the relevant statutory periods,
10 DEFENDANTS failed to provide PLAINTIFF and CLASS MEMBERS accurate itemized wage
11 statements as required under the foregoing provisions of the California Labor Code and IWC Wage Order
12 by, among other things: failing to provide accurate writings showing each and every one of the nine (9)
13 enumerated items required by Labor Code § 226(a), failing to provide accurate writings enabling
14 PLAINTIFF and CLASS MEMBERS to promptly and easily determine from the wage statement alone
15 their total hours worked, all deductions, the inclusive dates for which they were paid, and/or all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
17 rate by the employee; and by other methods to be discovered, in violation of California Labor Code §§
18 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 1-2001, § 7 or other applicable IWC Wage Orders.

19 46. In violation of California law, DEFENDANTS have knowingly and willfully refused to
20 perform their obligations to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and
21 itemized wage statements in accordance with California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and
22 IWC Wage Order No. 1-2001, § 7 or other applicable IWC Wage Orders. As a proximate result,
23 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to
24 the use and enjoyment of accurate itemized wage statements, and expenses and attorneys' fees in seeking
25 to compel DEFENDANTS to fully perform their obligations under state law, all to their respective
26 detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

27 47. DEFENDANTS' conduct described herein violates California Labor Code § 226(a), 1198,
28 and IWC Wage Order No. 1-2001, § 7 or other applicable IWC Wage Orders. Therefore, pursuant to

California Labor Code §§ 226(e)(1), 226(e)(2)(B), 226(h), 1198, and IWC Wage Order No. 1-2001, § 7, PLAINTIFF and CLASS MEMBERS are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and are entitled to an award of costs and reasonable attorney's fees.

SEVENTH CAUSE OF ACTION

Failure to Timely Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201(a) 201.3, 202, 203]

(Against all DEFENDANTS)

48. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

49. Pursuant to California Labor Code §§ 201(a), 202, and 203, California has required that employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

50. Pursuant to California Labor Code § 201.3, California has generally required that when a temporary services employer assigns an employee to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week unless the employee works for a client on a day-to-day basis while assembling and reporting back to the temporary services employer's location or unless the employee is assigned to work for a client engaged in a trade dispute, in which cases, that employee's wages are due and payable at the end of each day, regardless of when the assignment ends. Pursuant to California Labor Code § 201.3, California has also required that if an employee of a temporary services employer is assigned to work for a client and is discharged by the temporary services employer or leasing employer, wages are due and

payable as provided in California Labor Code § 201 and if an employee of a temporary services employer is assigned to work for a client and quits his or her employment with the temporary services employer, wages are due and payable as provided in California Labor Code § 202.

51. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 201, 201.3, 202 and 203. During the relevant statutory periods, DEFENDANTS failed to timely pay PLAINTIFF and CLASS MEMBERS all wages due at the times they were discharged or at the times they quit under the foregoing provisions of the California Labor Code and IWC Wage Order No. 1-2001, or other applicable IWC Wage Orders by, among other things: failing to pay all earned wages to PLAINTIFF and CLASS MEMBERS in full; failing to pay all earned wages to PLAINTIFF and CLASS MEMBERS at the time DEFENDANT discharged them or within 72 hours of the times they quit; and by failing to pay PLAINTIFF and CLASS MEMBERS wages as a penalty from the due date thereof at the same rate until paid; and by other methods to be discovered, in violation of California Labor Code §§ 201(a), 201.3, 202, and 203.

52. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to provide PLAINTIFF and CLASS MEMBERS with timely and full payment of all wages earned and unpaid at the time of discharge or quitting in accordance with California Labor Code §§ 201, 201.3, 202, and 203. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of all final wages owed and due to them including the penalties due to them as a result of DEFENDANTS' failures, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

53. DEFENDANTS' conduct described herein violates California Labor Code §§ 201, 201.3, 202 and 203. Therefore, pursuant to California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 226.7(c), 500, 510, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code and IWC Wage Order No. 1-2001, or other applicable IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 **Representative Action for Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 *et seq.*]**

4 **(Against all DEFENDANTS)**

5 54. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
6 consistent with this cause of action, as if fully set forth herein.

7 55. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, sometimes called
8 California's Unfair Competition Law ("UCL"), California has prohibited employers from engaging in
9 unlawful, unfair or fraudulent business acts or practices, which may include an employer's violations of
10 the California Labor Code sections which prohibit employers from unlawfully withholding wages from
11 an employee. Pursuant to § 17203, any person who engages, has engaged, or proposes to engage in unfair
12 competition may be enjoined in any court of competent jurisdiction to prevent the use or employment by
13 any person of any practice which constitutes unfair competition, or as may be necessary to restore to any
14 person in interest any money or property, real or personal, which may have been acquired by means of
15 such unfair competition. Furthermore, § 17203 provides that any person may pursue representative claims
16 or relief on behalf of others only if the claimant meets the standing requirements of Section 17204 and
17 complies with Section 382 of the Code of Civil Procedure.

18 56. Each and every one of DEFENDANTS' acts and omissions in violation of the California
19 Labor Code and/or the applicable IWC Wage Orders as alleged herein including, but not limited to,
20 DEFENDANTS' willful failure and refusal to pay minimum wages, DEFENDANTS' willful failure and
21 refusal to pay overtime wages, DEFENDANTS' willful failure and refusal to provide meal periods or pay
22 wages in lieu thereof, DEFENDANTS' willful failure and refusal to provide rest periods or pay wages in
23 lieu thereof, DEFENDANTS' willful failure and refusal to indemnify for necessary business expenses,
24 DEFENDANTS' willful failure and refusal to furnish accurate itemized wage statements, and
25 DEFENDANTS' willful failure and refusal to timely pay all wages due at time of discharge or quitting,
26 constitutes an unfair and unlawful business practice under California Business and Professions Code §§
27 17200 *et seq.*

28 57. DEFENDANTS' violations of California wage and hour laws constitute a business practice

1 because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant
2 period of time, and in a systematic manner, to the detriments of PLAINTIFF, CLASS MEMBERS and
3 members of the general public. DEFENDANTS, pursuant to their deliberate engagement in unfair
4 competition practices, have avoided payment of wages, reimbursement of expenses, and the provision of
5 other entitlements owed to PLAINTIFF and CLASS MEMBERS as a result of their employment
6 relationships with DEFENDANTS and as required by the California Labor Code, the California Code of
7 Regulations, and the applicable IWC Wage Orders. Further, DEFENDANTS have failed to record, report,
8 and pay the correct sums of assessment including, but not limited to, payroll tax assessments, to the state
9 authorities under the California Labor Code and other applicable regulations as a result of
10 DEFENDANTS' wrongful wage underpayments alleged herein.

11 58. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS
12 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF, CLASS
13 MEMBERS, and members of the general public. DEFENDANTS should be made to disgorge their ill-
14 gotten gains and to restore them to PLAINTIFF, CLASS MEMBERS and state authorities.

15 59. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and CLASS
16 MEMBERS to preliminary and permanent injunctive relief including, but not limited to, orders that
17 DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and
18 other compensation unlawfully withheld from them along with the correct sums of assessment including,
19 but not limited to, payroll tax assessments, to the state authorities under the California Labor Code and
20 other applicable regulations. PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies
21 to be disgorged from DEFENDANTS in an amount according to proof at the time of trial, and within the
22 jurisdiction of this Court.

23 **NINTH CAUSE OF ACTION**

24 **Representative Action for PAGA Civil Penalties**

25 **[Cal. Lab. Code §§ 2698 *et. seq.*]**

26 **(Against all DEFENDANTS)**

27 60. PLAINTIFF incorporates all facts alleged in the preceding paragraphs, which are
28 consistent with this cause of action, as if fully set forth herein.

61. Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as PAGA, California has stated that notwithstanding any other provision of law, any provision of the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the California Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in §§ 2699³ and 2699.3.⁴

62. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of the State of California, himself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because DEFENDANTS employed PLAINTIFF, a person against whom one or more of the alleged violations of the California Labor Code, either specified in the preceding paragraphs of this Complaint or specified below, was committed.

63. On March 11, 2020, pursuant to California Labor Code § 2699.3(a)(1)(A), PLAINTIFF provided written notice by online filing with the LWDA, Case No. LWDA-CM-777839-20, and by certified mail to DEFENDANTS, or some of them, and “any and all related and/or alter ego companies,

³ Pursuant to Labor Code § 2699 subdivision (a), California has stated: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

⁴ Pursuant to Labor Code § 2699.5, California has stated: “The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7.”

corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged” in the notice alleging the specific provisions of the California Labor Code and IWC Wage Orders PLAINTIFF alleges DEFENDANTS have violated along with the facts and theories supporting the alleged violations. Furthermore, pursuant to California Labor Code § 2699.3(a)(1)(A), PLAINTIFF has sent or intends to send the LWDA \$75.00 payment as a filing fee.

64. In PLAINTIFF’s notice to the LWDA and to DEFENDANTS, or some of them, as required under 2699.3, PLAINTIFF alleged DEFENDANTS violated the following provisions of the California Labor Code and applicable IWC Wage Orders along with the facts and theories supporting the alleged violations:

- i. Labor Code § 201 (failure to timely pay all wages due at time of discharge);
- ii. Labor Code § 201.3 (failure to timely pay all wages due as a temporary services employer during employment and at time of discharge);
- iii. Labor Code § 202 (failure to timely pay all wages due at time of quitting or within 72 hours thereof);
- iv. Labor Code § 203 (failure to pay wages of the employee as continuing penalty up to 30 days after discharge or quitting);
- v. Labor Code § 204 (failure to timely pay all wages due during employment);
- vi. Labor Code § 226 (failure to furnish accurate itemized wage statements and maintain accurate records);
- vii. Labor Code § 226.7 (failure to timely pay all meal period and rest period wages due during employment);
- viii. Labor Code § 510 (failure to pay all overtime wages due);
- ix. Labor Code § 512 (failure to provide timely first and second meal periods);
- x. Labor Code § 1102.5 (retaliation for disclosing information reasonably believed to be a violation of state or federal law);
- xi. Labor Code § 1174(d) (failure to keep accurate payroll records in a central location in California);

- xii. Labor Code § 1194 (failure to pay all minimum and overtime wages);
- xiii. Labor Code § 1197 (failure to pay all minimum wages);
- xiv. Labor Code § 2802 (failure to indemnify employees).

65. PLAINTIFF is informed and believes and thereon alleges that the LWDA has not provided PLAINTIFF with notice of its intent to investigate the alleged violations in the 65 calendar days that have lapsed from the time PLAINTIFF sent notice. Accordingly, PLAINTIFF is informed and believes and thereon alleges that PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action, as a deputized PAGA representative, against DEFENDANTS on behalf of the State of California, himself and other aggrieved employees of DEFENDANTS.

66. As a result, and pursuant to PAGA, California Labor Code §§ 2698, *et seq.*, PLAINTIFF, as a matter of right, amends his complaint to seek an order for PAGA civil penalties under to recover civil penalties from DEFENDANTS including, but not limited to, penalties under California Labor Code §§ 210, 225.5, 226.3, 1174.5, 1197.1, 1199, 2699, and IWC Wage Order No. 1-2001, § 20 in a representative action from DEFENDANTS for the violations set forth above including, but not limited to, DEFENDANTS' violations of California Labor Code §§ 201, 201.3, 202, 203, 204, 221, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.12, 1197, 1198 and 2802 in a representative action and the relevant provisions of IWC Wage Order No. 2-2001 any other provisions that may be brought upon the allegations in this complaint. PLAINTIFF shall also seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1), including as follows.

67. Pursuant to California Labor Code § 2699(a), PLAINTIFF shall seek civil penalties for DEFENDANTS' violations of California Labor Code provisions for which a civil penalty is specifically provided including, but not limited to, the following:

a. Pursuant to California Labor Code § 210, for DEFENDANTS' violations of California Labor Code §§ 201.3 and 204, PLAINTIFF shall seek an award and DEFENDANTS' payment of civil penalties "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

1 b. Pursuant to California Labor Code § 226.3, for DEFENDANTS' violations of
2 California Labor Code § 226(a), PLAINTIFF shall seek an award and DEFENDANTS' payment of civil
3 penalties "in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation
4 and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the
5 employer fails to provide the employee a wage deduction statement or fails to keep the records required
6 in subdivision (a) of Section 226."

7 c. Pursuant to California Labor Code § 558(a), for DEFENDANTS' violations of
8 California Labor Code §§ 510, 512 and IWC Wage Order No. 1-2001, § 3 or other applicable IWC Wage
9 Orders, PLAINTIFF shall seek an award and DEFENDANTS' payment of civil penalties "[f]or any initial
10 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was
11 underpaid" and "[f]or each subsequent violation, one hundred dollars (\$100) for each underpaid employee
12 for each pay period for which the employee was underpaid[.]"

13 d. Pursuant to California Labor Code § 1102.5(f), for violations of California Labor
14 Code § 1102.5, PLAINTIFF shall seek an award and DEFENDANTS' payment of civil penalties as
15 follows: "(f) In addition to other penalties, an employer that is a corporation or limited liability company
16 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."

17 e. Pursuant to California Labor Code § 1174.5, for violations of California Labor
18 Code § 1174(d), PLAINTIFF shall seek an award and DEFENDANTS' payment of civil penalties "of five
19 hundred dollars (\$500)."

20 f. Pursuant to California Labor Code § 1197.1, for DEFENDANTS' violations of
21 California Labor Code §§ 1182.11, 1197 and IWC Wage Order No. 1-2001, § 4 or other applicable IWC
22 Wage Orders, PLAINTIFF shall seek an award and DEFENDANTS' payment of civil penalties "[f]or any
23 initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
24 for each pay period for which the employee is underpaid" and "[f]or each subsequent violation for the
25 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
26 for which the employee is underpaid regardless of whether the initial violation is intentionally committed."

27 68. In the alternative, and in keeping with California Labor Code § 2699(f), which provides
28 that for all California Labor Code violations for which a civil penalty is not specifically provided, the

following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, PLAINTIFF shall seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of California Labor Code provisions for which a civil penalty is not specifically provided including, but not limited to, for DEFENDANTS' violations of California Labor Code §§ 201, 201.3, 202, 203, 204, 221, 226, 226(a), 226.7, 510, 512, 1102.5, 1174(d), 1182.12 1194, 1197, 1198 and 2802 and the applicable IWC Wage Order provisions alleged herein.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated and aggrieved, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained, but no less than twenty million dollars (\$20,000,000.00), subject to proof at trial as alleged herein for unpaid minimum wage compensation, unpaid overtime wage compensation, unpaid meal period and rest period premium payments, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to furnish accurate itemized wage statements, failure to pay all wages due to discharged and quitting employees, and all damages arising from the facts alleged in this complaint;

2. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

3. For actual and/or statutory damages and/or penalties according to proof including, but not limited to, all penalties authorized by the California Labor Code §§ 203 and 226(e);

4. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

5. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699(g)(1), 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

6. For an accounting of all monies due to PLAINTIFF and CLASS MEMBERS arising from DEFENDANTS' unfair and unlawful business practices;

7. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits arising from DEFENDANTS' unfair and unlawful business practices;

8. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;

9. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action as a class action;

1 10. For an order appointing PLAINTIFF as class representative and PLAINTIFF's counsel as
2 class counsel;

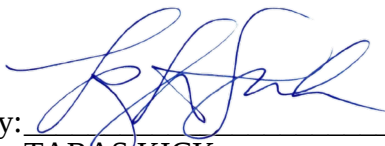
3 11. For civil penalties within the scope of all civil penalties allowed under PAGA, according
4 to proof including, but not limited to, the amount of any all civil penalties authorized by California Labor
5 Code §§ 210, 225.5, 226.3, 226.8, 1174.5, 1197.1, 2699(f) or any other applicable civil penalty provisions
6 authorized under California law; and

7 12. For such further relief that the Court may deem just and proper.

8 DATED: August 14, 2020

Respectfully submitted,

THE KICK LAW FIRM, APC

10
11
12 By: 
13 TARAS KICK
ROY K. SUH
DANIEL J. BASS

14 Attorneys for Plaintiff MANUEL DELGADO
15 individually, and on behalf of others similarly
situated and aggrieved

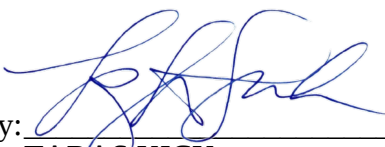
16 **DEMAND FOR JURY TRIAL**

17 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

18 DATED: August 14, 2020

Respectfully submitted,

THE KICK LAW FIRM, APC

20
21 By: 
22 TARAS KICK
23 ROY K. SUH
DANIEL J. BASS

24 Attorneys for Plaintiff MANUEL DELGADO
25 individually, and on behalf of others similarly
26 situated and aggrieved

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 years, and not a party to this action. My business address is 815 Moraga Drive, Los Angeles, California
4 90049. On August 14, 2020, I served the following document or documents:

5 **1. FIRST AMENDED CLASS & REPRESENTATIVE ACTION COMPLAINT**

6 ☒ **By electronic service (via electronic filing service provider).** I caused the documents to be
7 electronically transmitted to Case Anywhere, an electronic filing service provider, at
8 www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter
9 and mandating electronic service to person(s) at the address(es) listed below. The transmission was either
10 reported as being sent, complete and without error, or I did not receive, within a reasonable time after the
11 transmission, any electronic message or other indication that the transmission was unsuccessful, to the
12 addressees as stated below.

Alyson C. Decker (Cal. SBN 252384) CHRISMATTHEW GROUP 110 East Wilshire Avenue, Suite 307 Fullerton, California 92832-1960 Telephone: (714) 888-2828 Facsimile: (714) 888-2827 Email: alyson.decker@chrismatthewgroup.com	Attorneys for Defendants JOBSOURCE, INC., a California Corporation; JOBSOURCE HOLDINGS, INC., a California Corporation; JOBSOURCE HUNTINGTON PARK, a California Corporation
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13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on August 14, 2020.

15 
16 _____
17 Roy K. Suh