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 Superior Court of California
 County of Los Angeles
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Sherri R. Carter, Executive Officer / Clerk of Court
 By: M. Quinteros Deputy

Attorneys for Plaintiffs Alkhatatbeh Abedalsalam and Reginald Isaiah,
 Individually and on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Alkhatatbeh Abedalsalam and Reginald Isaiah,
 individually and on behalf of all aggrieved
 employees,

Plaintiffs,

vs.

RMI International, Inc.; and Does 1 through
 20, inclusive,

Defendants.

CASE NO.: 20STCV43544

**FIRST AMENDED REPRESENTATIVE
 ACTION COMPLAINT PURSUANT TO
 THE PRIVATE ATTORNEYS GENERAL
 ACT OF 2004 ("PAGA")**

(1) **PAGA Civil Penalties for Violations of
 Labor Code §§ 1194, 1197.1 and the
 Applicable Wage Order for Failure to Pay
 All Minimum Wages;**

(2) **PAGA Civil Penalties for Violations of
 Labor Code §§ 510, 1194, 1198 and the
 Applicable Wage Order for Failure to Pay
 All Overtime Wages;**

(3) **PAGA Civil Penalties for Violations of
 Labor Code §§ 204, 210 and the Applicable
 Wage Order for Failure to Pay All Wages;**

(4) **PAGA Civil Penalties for Violations of
 Labor Code §§ 226.7 and 512 and the
 Applicable Wage Order for Failure to
 Provide Timely and Compliant Meal
 Periods;**

(5) **PAGA Civil Penalties for Violations of
 Labor Code § 226.7 and the Applicable Wage
 Order for Failure to Provide Timely and
 Compliant Rest Periods;**

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(6) PAGA Civil Penalties for Violations of Labor Code §§ 226(a) and 226.3 and the Applicable Wage Order for Failure to Provide Accurate and Itemized Wage Statements;

(7) PAGA Civil Penalties for Violations of Labor Code §§ 2802 and 2804 and the Applicable Wage Order for Failure to Reimburse All Reasonable and Necessary Business Related Expenses; And

(8) PAGA Civil Penalties for Violations of Labor Code §§ 201-203 for Failure to Timely Pay All Wages Due to Terminated/Separated Employees.

DEMAND FOR JURY TRIAL

1 Plaintiffs Alkhatatbeh Abedalsalam and Reginald Isaiah (“Plaintiffs”), on behalf of himself
2 and all others similarly aggrieved alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this representative action against Defendant RMI International, Inc.
5 and DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of himself individually
6 and all other aggrieved employees by Defendants throughout California. Plaintiffs were employed
7 by Defendants as a non-exempt hourly employee. Plaintiffs seek to recover civil penalties for all
8 California-based “aggrieved employees” during the “Relevant Time Period” (defined as
9 September 8, 2019 up to and including the date of commencement of trial) who incurred wage and
10 hour violations and losses as hereinafter described.

11 2. On August 13, 2020, Plaintiff Alkhatatbeh Abedalsalam gave notice of these claims
12 to the California Labor and Workforce Development Agency (“LWDA”) and to the agent for
13 service of process for each Defendant. Plaintiff has not received any response from the LWDA
14 indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice
15 requirements under the PAGA.

16 3. On June 22, 2022, Plaintiff Reginald Isaiah gave notice of these claims to the
17 California Labor and Workforce Development Agency (“LWDA”) and to the agent for service of
18 process for each Defendant. Plaintiff has not received any response from the LWDA indicating that
19 it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements
20 under the PAGA.

21 4. Plaintiffs assert claims for civil penalties as a representative of the State of California,
22 as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent permitted
23 by law, on behalf of aggrieved employees who held the positions identified herein and suffered one
24 or more of the violations alleged. Labor Code §§ 2698, *et seq.*

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JURISDICTION AND VENUE

5. The relief sought by Plaintiffs on behalf of themselves and the aggrieved employees below exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. The Court has personal jurisdiction over each of the parties because they are either citizens of this State, doing business in this State or otherwise have minimum contacts with this State.

6. Based on information and belief, Plaintiffs allege that this entire action arises solely under the laws of the State of California and applicable regulations of the health, safety and wages of the employees residing in the State of California. Plaintiffs allege, on information and belief, that no federal question is raised. Moreover, PAGA civil penalty actions are not subject to federal jurisdiction.

7. Venue is proper in this Court because, upon information and belief, Plaintiffs worked for Defendants in this county, Defendants transact business or have offices in this county, and the acts and omissions alleged herein took place in this country.

PARTIES

Plaintiff

8. Plaintiff Alkhatatbeh Abedalsalam is a citizen of California. He worked for Defendants as a non-exempt security guard, from about March 26, 2018 until approximately April 28, 2020, when he was separated from employment.

9. Plaintiff Reginald Isaiah is a citizen of California. He also worked for Defendants as a non-exempt security guard.

Defendants

10. RMI International, Inc. is a corporation organized under the laws of the state of California. RMI International, Inc. is headquartered in Paramount, California.

11. Plaintiffs are unaware of the true names or capacities of the defendants sued as DOES 1 through 20 but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

12. Plaintiffs are informed and believe, and thereon allege, that each Defendant acted

1 in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme,
2 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
3 attributable to the other defendant. Furthermore, Defendants in all respects acted as the employer
4 and/or joint employer of Plaintiffs and other aggrieved employees.

5 13. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts
6 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
7 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
8 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
9 policy of Defendants.

10 14. At all relevant times, Defendants, and each of them, acted within the scope of such
11 agency or employment, or ratified each and every act or omission complained of herein. At all
12 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
13 and all the other Defendants in proximately causing the damages herein alleged.

14 15. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants
15 is in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
16 occurrences and transactions alleged herein.

17 **GENERAL ALLEGATIONS**

18 16. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
19 persons as non-exempt employees.

20 17. Defendants employed Plaintiffs during the relevant time period.

21 18. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
22 herein, Defendants were advised by skilled lawyers, employees, and other professionals who
23 were knowledgeable about California's wage and hour laws, employment and personnel
24 practices, and the requirements of California law.

25 19. Plaintiffs are informed and believe, and thereon allege that Defendants have
26 maintained a consistent policy of failing to pay Plaintiffs and other aggrieved employees for all
27 hours worked, including minimum, regular and overtime wages, by requiring Plaintiffs and other
28 aggrieved employees to work off-the-clock during meal periods and after their shifts. Defendants

1 employed Plaintiffs and other aggrieved employees for more than 8 hours per day and more than
2 40 hours per workweek, or in excess of twelve (12) hours in a day and/or in excess of eight (8)
3 hours on the seventh day of work in a work week, failed to pay Plaintiffs and other aggrieved
4 employees overtime and double time compensation for the overtime and double time hours
5 Plaintiffs and other aggrieved employees worked. As a result, Defendants failed to pay Plaintiffs
6 and other aggrieved employees all their earned wages engaged in a systematic pattern of wage
7 and hour violations under the California Labor Code and IWC Wage Orders.

8 20. Plaintiffs are informed and believe, and thereon allege that Defendants failed to
9 provide Plaintiffs and other aggrieved employees timely, uninterrupted, off-duty meal periods of
10 no less than thirty minutes before their fifth hour of work and failed to provide a second meal
11 period on shifts of more than ten hours. Defendants required Plaintiffs and other aggrieved
12 employees to sign purported meal period waivers at the beginning of employment. These waivers
13 are invalid because Defendants did not sign said waivers and the waivers were not signed
14 voluntarily because they were a condition of employment. Defendants required Plaintiffs and
15 other aggrieved employees to be “on duty” during meal periods, demanding Plaintiffs and other
16 aggrieved employees to be responsive to cellular telephones during breaks. As a result, when
17 Plaintiffs and other aggrieved employees took meal periods, they were regularly interrupted, less
18 than thirty minutes, or on duty, and failed to compensate Plaintiffs and other aggrieved employees
19 for these missed meal periods.

20 21. Plaintiffs are informed and believe, and thereon allege that Defendants employed
21 Plaintiffs and other aggrieved employees for work periods of four hours or major fraction thereof
22 without rest periods of ten minutes’ net rest time and failed to compensate Plaintiffs and other
23 aggrieved employees for these missed rest periods. Defendants required Plaintiffs and other
24 aggrieved employees to be “on duty” during rest periods or otherwise be responsive to cellular
25 telephones during breaks. As a result, when Plaintiffs and other aggrieved employees took rest
26 breaks, they were regularly interrupted, less than ten minutes, or on duty.

27 22. Plaintiffs are informed and believe, and thereon allege that Defendants have
28 intentionally and willfully failed to provide Plaintiffs and other aggrieved employees with
complete and accurate wage statements. The deficiencies include, among other things, the failure

1 to list the gross wages earned, net wages earned, deductions, and all hours worked.

2 23. Plaintiffs are informed and believe, and thereon allege that Defendants had a
3 consistent policy of failing to reimburse Plaintiffs and other aggrieved employees for all necessary
4 and reasonable business expenses incurred, in violation of California state wage and hour laws.
5 For example, Defendants failed to reimburse Plaintiffs and other aggrieved employees for their
6 work-related use of their personal automobile and dry-cleaning costs incurred in the discharge of
7 their duties for Defendants.

8 24. Plaintiffs are informed and believe, and thereon allege, that Defendants have
9 intentionally and willfully failed to provide Plaintiffs and other aggrieved employees with timely
10 payment of wages upon separation of employment. For example, according to Defendants'
11 records, Defendants paid Plaintiff Abedalsalam some of his final wages on April 30, 2020 but his
12 termination occurred on April 28, 2020. In violation of the California Labor Code, Plaintiffs and
13 these aggrieved employees did not receive payment of all wages including, but not limited to,
14 unpaid minimum and overtime wages, meal periods premiums, and rest break premiums within
15 permissible time periods.

16 25. Plaintiffs suffered losses as detailed above as a result of these practices and is
17 therefore an aggrieved employee under Labor Code section 2699(c). Plaintiffs are informed and
18 believe that because the Defendants used identical procedures for all employees, there are many
19 other aggrieved employees who suffered the above violations including underpayment of wages,
20 non-compliant meal periods and rest breaks, failure to reimburse all reasonable and necessary
21 business expenses, and derivative violations for inaccurate pay and wage statements, and failure
22 to timely pay all wages due to employees who were separated or were terminated from
23 employment during the applicable limitations period, and for which recovery under PAGA is
24 owed.

25 **FIRST CAUSE OF ACTION**

26 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 1194,**
27 **1197.1 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL**
28 **MINIMUM WAGES**

(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)

26. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA dated August 13, 2020 and June 22, 2022.

27. The Labor Code and the Wage Order provide that in the State of California an employer must pay a minimum wage to an employee, which is eight dollars (\$8.00) per hour for all hours worked effective January 1, 2008, nine dollars (\$9.00) per hour for all hours worked effective July 1, 2014, ten dollars (\$10.00) per hour for all hours worked effective January 1, 2016, ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017, eleven dollars (\$11.00) per hour for all hours worked effective January 1, 2018, twelve dollars (\$12.00) per hour for all hours worked effective January 1, 2019, thirteen dollars (\$13.00) per hour for all hours worked effective January 1, 2020.

28. Labor Code section 1194 states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

29. Here, based on the foregoing, Defendants deprived Plaintiffs and similarly aggrieved employees of their rightfully earned minimum wage compensation, including overtime compensation at the minimum wage rate, as a direct and proximate result of Defendants’ failure to pay said compensation. Consequently, Plaintiffs, on behalf of themselves and other aggrieved employees, intend to seek civil penalties pursuant to the PAGA for the alleged violations.

30. Labor Code section 1197.1(a)(1) provides that: “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.”

31. Labor Code section 1191.1(a)(2) provides that: “For each subsequent violation for

1 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
2 pay period for which the employee is underpaid regardless of whether the initial violation is
3 intentionally committed. This amount shall be in addition to an amount sufficient to recover
4 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
5 imposed pursuant to Section 203.

6 32. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
7 Code section 558: “(a) Any employer or other person acting on behalf of an employer who violates,
8 or causes to be violated, a section of this chapter or any provision regulating hours and days of
9 work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
10 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
11 period for which the employee was underpaid; (2) For each subsequent violation, one hundred
12 dollars (\$100) for each underpaid employee for each pay period for which the employee was
13 underpaid.”

14 33. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
15 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
16 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
17 according to proof.

18 34. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
19 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
20 labor laws and applicable regulations is determined to be in the public interest and consistent with
21 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
22 subject to Court approval.

23 **SECOND CAUSE OF ACTION**

24 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,** 25 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL** 26 **OVERTIME WAGES**

27 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

28 35. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein

1 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
2 dated August 13, 2020 and June 22, 2022.

3 36. Labor Code section 510(a) states in pertinent part that: “Eight hours of labor
4 constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess
5 of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in
6 any one workweek shall be compensated at the rate of no less than one and one-half times the
7 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
8 compensated at the rate of no less than twice the regular rate of pay for an employee.”

9 37. Labor Code section 1194 states: “Notwithstanding any agreement to work for a
10 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
11 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
12 of the full amount of this minimum wage or overtime compensation, including interest thereon,
13 reasonable attorney’s fees, and costs of suit.”

14 38. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which
15 violation of has been established to be subject to the default civil penalty provisions in Labor Code
16 section 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which
17 a civil penalty is specifically provided, there is established a civil penalty for a violation of these
18 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or
19 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
20 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
21 per pay period for each subsequent violation.”

22 39. Here, based on the foregoing, Defendants deprived Plaintiffs and similarly
23 aggrieved employees of their rightfully earned overtime compensation as a direct and proximate
24 result of Defendants’ failure to pay said compensation. Consequently, Plaintiffs, on behalf of
25 himself and other aggrieved employees, intend to seek civil penalties pursuant to the PAGA for
26 the alleged violations.

27 40. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
28 Code section 558: “(a) Any employer or other person acting on behalf of an employer who violates,

1 or causes to be violated, a section of this chapter or any provision regulating hours and days of
2 work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
3 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
4 period for which the employee was underpaid; (2) For each subsequent violation, one hundred
5 dollars (\$100) for each underpaid employee for each pay period for which the employee was
6 underpaid.”

7 41. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
8 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for violations
9 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
10 to proof.

11 42. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
12 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
13 labor laws and applicable regulations is determined to be in the public interest and consistent with
14 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
15 subject to Court approval.

16 **THIRD CAUSE OF ACTION**

17 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 204, 210 AND** 18 **THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL WAGES** 19 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

20 43. Plaintiff incorporates the preceding paragraphs of this Complaint expressly herein
21 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
22 dated August 13, 2020 and June 22, 2022.

23 44. Labor Code section 204(a) provides: “All wages, other than those mentioned in
24 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
25 payable twice during each calendar month, on days designated in advance by the Employers as the
26 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
27 shall be paid for between the 16th and the 26th day of the month during which the labor was
28 performed, and labor performed between the 16th and the last day, inclusive, of any calendar

1 month, shall be paid for between the 1st and 10th day of the following month.”

2 45. Labor Code section 210(a) provides: “(a) **In addition to, and entirely**
3 **independent and apart from, any other penalty provided in this article**, every person who fails
4 to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
5 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
6 hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation,
7 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
8 employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

9 46. This statute is listed in Labor Code section 2699.5 as a statute for which violation
10 of has been established to be subject to the default civil penalty provisions in Labor Code section
11 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil
12 penalty is specifically provided, there is established a civil penalty for a violation of these
13 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or
14 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
15 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
16 per pay period for each subsequent violation.”

17 47. Here, based on the foregoing, Defendants deprived Plaintiffs and similarly
18 aggrieved employees of their rightfully earned compensation, including overtime compensation
19 and hours at the minimum wage rate, as a direct and proximate result of Defendants’ failure to pay
20 said compensation. Consequently, Plaintiffs, on behalf of themselves and other aggrieved
21 employees, intend to seek civil penalties pursuant to the PAGA for the alleged violations.

22 48. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
23 Code section 558: “(a) Any Employers or other person acting on behalf of an Employers who
24 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
25 days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty
26 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
27 pay period for which the employee was underpaid; (2) For each subsequent violation, one hundred
28 dollars (\$100) for each underpaid employee for each pay period for which the employee was

1 underpaid.”

2 49. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
3 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for violations
4 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
5 to proof.

6 50. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
7 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
8 labor laws and applicable regulations is determined to be in the public interest and consistent with
9 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
10 subject to Court approval.

11 **FOURTH CAUSE OF ACTION**

12 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512,**
13 **AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE**
14 **TIMELY AND COMPLIANT MEAL PERIODS**

15 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

16 51. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
17 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
18 dated August 13, 2020 and June 22, 2022.

19 52. Labor Code section 226.7(b) provides that: “An employer shall not require an
20 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
21 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
22 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
23 Health.”

24 53. Labor Code section 226.7(c) provides: “If an employer fails to provide an employee
25 a meal or rest or recovery period in accordance with a state law, including, but not limited to, an
26 applicable statute or applicable regulation, standard, or order of the Industrial Welfare
27 Commission, the Occupational Safety and Health Standards Board, or the Division of
28 Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay

1 at the employee's regular rate of compensation for each workday that the meal or rest or recovery
2 period is not provided."

3 54. Labor Code section 512(a) states in pertinent part: "(a) An employer shall not
4 employ an employee for a work period of more than five hours per day without providing the
5 employee with a meal period of not less than 30 minutes, except that if the total work period per
6 day of the employee is no more than six hours, the meal period may be waived by mutual consent
7 of both the Employers and employee. An Employers shall not employ an employee for a work
8 period of more than 10 hours per day without providing the employee with a second meal period
9 of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the
10 second meal period may be waived by mutual consent of the Employers and the employee only if
11 the first meal period was not waived."

12 55. Here, based on the foregoing, Defendants employed Plaintiffs and aggrieved
13 employees for work periods of more than five hours without a timely meal period of not less than
14 thirty minutes, where they were free from employer control, and failed to compensate them for
15 such meal periods, as required by Labor Code § 226.7 and the applicable Wage Order.

16 56. Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code
17 section 2699.5 as statutes for which violations of have been established to be subject to the default
18 civil penalty provisions in Labor Code section 2699(f)(2). That section provides: "(f) For all
19 provisions of this code except those for which a civil penalty is specifically provided, there is
20 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
21 the alleged violation, the person employs one or more employees, the civil penalty is one hundred
22 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
23 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation."

24 57. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
25 Code section 558: "(a) Any employer or other person acting on behalf of an employer who violates,
26 or causes to be violated, a section of this chapter or any provision regulating hours and days of
27 work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
28 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay

1 period for which the employee was underpaid; (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.”

4 58. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
5 to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
6 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
7 according to proof.

8 59. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
9 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
10 labor laws and applicable regulations is determined to be in the public interest and consistent with
11 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
12 subject to Court approval.

13 **FIFTH CAUSE OF ACTION**

14 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.7 AND THE**
15 **APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE TIMELY**
16 **AND COMPLIANT REST PERIODS**

17 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

18 60. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
19 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
20 dated August 13, 2020 and June 22, 2022.

21 61. Labor Code section 226.7(b) provides: “An employer shall not require an employee
22 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
23 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
24 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

25 62. Labor Code section 226.7(c) provides: “If an employer fails to provide an employee
26 a meal or rest or recovery period in accordance with a state law, including, but not limited to, an
27 applicable statute or applicable regulation, standard, or order of the Industrial Welfare
28 Commission, the Occupational Safety and Health Standards Board, or the Division of

1 Occupational Safety and Health, the Employers shall pay the employee one additional hour of pay
2 at the employee's regular rate of compensation for each workday that the meal or rest or recovery
3 period is not provided."

4 63. Here, based on the foregoing, Defendants employed Plaintiffs and aggrieved
5 employees for work periods of four hours or major fraction thereof without timely rest periods of
6 ten minutes where they were free of employer control, and failed to compensate them for such rest
7 periods, as required by Labor Code section 226.7 and the applicable Wage Order.

8 64. Labor Code sections 226.7 is a statute specifically listed in Labor Code section
9 2699.5 as statutes for which violations of have been established to be subject to the default civil
10 penalty provisions in Labor Code section 2699(f)(2). That section provides: "(f) For all provisions
11 of this code except those for which a civil penalty is specifically provided, there is established a
12 civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged
13 violation, the person employs one or more employees, the civil penalty is one hundred dollars
14 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
15 (\$200) for each aggrieved employee per pay period for each subsequent violation."

16 65. Violations of the Wage Orders are governed by the civil penalty provisions of Labor
17 Code section 558: "(a) Any employer or other person acting on behalf of an employer who violates,
18 or causes to be violated, a section of this chapter or any provision regulating hours and days of
19 work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
20 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
21 period for which the employee was underpaid; (2) For each subsequent violation, one hundred
22 dollars (\$100) for each underpaid employee for each pay period for which the employee was
23 underpaid."

24 66. Accordingly, Defendants are subject to assessment of civil penalties pursuant to
25 Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations
26 of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according
27 to proof.

28 67. Plaintiffs will seek recovery of attorneys' fees pursuant to Labor Code section

1 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
2 labor laws and applicable regulations is determined to be in the public interest and consistent with
3 the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and
4 subject to Court approval.

5 **SIXTH CAUSE OF ACTION**

6 **PAGA CIVIL PENALTIES FOR LABOR CODE §§ 226(a), 226.3 AND**
7 **THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE ACCURATE AND**
8 **ITEMIZED WAGE STATEMENTS**

9 **(By Plaintiffs on behalf of all similarly aggrieved employees and against each Defendant)**

10 68. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
11 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
12 dated August 13, 2020 and June 22, 2022.

13 69. Labor Code section 226(a) provides in pertinent part: “(a) An employer,
14 semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either
15 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if
16 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
17 gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units
18 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
19 provided that all deductions made on written orders of the employee may be aggregated and shown
20 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
21 paid, . . . (8) the name and address of the legal entity that is the employer . . . and (9) all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee...”

24 70. Labor Code section 226.3 provides in pertinent part: “Any employer who violates
25 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
26 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
27 per employee for each violation in a subsequent citation, for which the employer fails to provide
28 the employee a wage deduction statement or fails to keep the records required in subdivision (a)

1 of Section 226. The civil penalties provided for in this section are in addition to any other penalty
2 provided by law...”

3 71. Here, during Plaintiffs and aggrieved employees’ employment with Defendants,
4 Defendants intentionally and knowingly failed to provide Plaintiffs and aggrieved employees with
5 timely and accurate wage and hour statements showing, among other things, gross and net wages
6 earned, total hours worked, all hours worked at the applicable hourly rate, and all applicable hourly
7 rates in effect during each pay period and the corresponding number of hours worked at each
8 hourly rate.

9 72. Defendants systemically failed to provide such wage statements with accurate
10 information and engaged in a policy of failing to pay for all hours actually worked.

11 73. The aforementioned conduct violated Labor Code section 226(a). It also violated
12 the applicable Wage Order on required recordkeeping. Finally, the practices described herein
13 violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement
14 actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

15 74. Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for
16 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
17 Code section 2699(f)(2), cited above.

18 75. Labor Code section 226.3 provides an additional recoverable penalty “in the
19 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
20 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The
21 civil penalty assessments under Section 226.3 “are **in addition** to any other penalty provided by
22 law.” [Emphasis added.]

23 76. Consequently, Plaintiffs, on behalf of himself and other aggrieved employees,
24 seeks to recover civil penalties pursuant to the PAGA for the alleged violations in an amount
25 according to proof and subject to Court approval.

26 77. Plaintiffs will also seek recovery of attorneys’ fees and litigation expenses pursuant
27 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
28 enforcement of California labor laws and applicable regulations is determined to be in the public

1 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
2 according to proof and subject to Court approval.

3 **SEVENTH CAUSE OF ACTION**

4 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2802, 2804 AND**
5 **THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL**
6 **REASONABLE AND NECESSARY BUSINESS EXPENSES**

7 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

8 78. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
9 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
10 dated August 13, 2020 and June 22, 2022.

11 79. California Labor Code section 2802(a) provides: “An employer shall indemnify his
12 or her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
14 employer, even though unlawful, unless the employee, at the time of obeying the directions,
15 believed them to be unlawful.”

16 80. California Labor Code section 2802(b) provides: “All awards made by a court or
17 by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures
18 under this section shall carry interest at the same rate as judgments in civil actions. Interest shall
19 accrue from the date on which the employee incurred the necessary expenditure or loss.”

20 81. California Labor Code section 2802(c) provides: “For purposes of this section, the
21 term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited
22 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

23 82. California Labor Code section 2802(d) provides: “In addition to recovery of
24 penalties under this section in a court action or proceedings pursuant to Section 98, the
25 commissioner may issue a citation against an employer or other person acting on behalf of the
26 employer who violates reimbursement obligations for an amount determined to be due to an
27 employee under this section. The procedures for issuing, contesting, and enforcing judgments for
28 citations or civil penalties issued by the commissioner shall be the same as those set forth in Section

1 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.”

2 83. California Labor Code section 1197.1 provides: “(1) For any initial violation that
3 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
4 period for which the employee is underpaid. This amount shall be in addition to an amount
5 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
6 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
7 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
8 period for which the employee is underpaid regardless of whether the initial violation is
9 intentionally committed. This amount shall be in addition to liquidated damages pursuant to
10 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

11 84. Business expenses incurred by employees for work are not waivable, and
12 Defendants are liable if the expenses were required in order to perform work. Here, Plaintiffs and
13 other aggrieved employees did not receive adequate reimbursement for necessary business
14 expenses, including but not limited to reimbursement for use of their personal vehicle.

15 85. As a result of Defendants’ conduct, Plaintiffs, on behalf of themselves and other
16 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged failure
17 to pay business-related expenses, in an amount according to proof and subject to Court approval.

18 86. Plaintiffs will also seek recovery of attorneys’ fees and litigation expenses pursuant
19 to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent
20 enforcement of California labor laws and applicable regulations is determined to be in the public
21 interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount
22 according to proof and subject to Court approval.

23 **EIGHTH CAUSE OF ACTION**

24 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 201-203 FOR**
25 **FAILURE TO TIMELY PAY ALL WAGES DUE TO**
26 **TERMINATED/SEPARATED EMPLOYEES**

27 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

28 87. Plaintiffs incorporates the preceding paragraphs of this Complaint expressly herein

1 by this reference as if all prior paragraphs were set forth in full, including the Notices to the LWDA
2 dated August 13, 2020 and June 22, 2022.

3 88. Labor Code section 201 provides in part: "If an employer discharges an employee,
4 the wages earned and unpaid at the time of discharge are due and payable immediately."

5 89. Labor Code section 202 provides in part: "If an employee not having a written
6 contract for a definite period quits his or her employment, his or her wages shall become due and
7 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
8 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
9 of quitting.

10 90. Labor Code section 203 provides: "If an employer willfully fails to pay, without
11 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
12 wages of an employee who is discharged or who quits, the wages of the employee shall continue
13 as a penalty from the due date thereof at the same rate until paid or until an action therefor is
14 commenced; but the wages shall not continue for more than 30 days. An employee who secretes
15 or absents themselves or themselves to avoid payment to him or her, or who refuses to receive the
16 payment when fully tendered to him or her, including any penalty then accrued under this section,
17 is not entitled to any benefit under this section for the time during which he or she so avoids
18 payment."

19 91. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for
20 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
21 Code section 2699(f)(2), cited above.

22 92. Here, Plaintiffs and other aggrieved employees who were separated or were
23 terminated from their employment within the applicable limitations period were not paid all wages
24 due in a timely manner including as detailed above. Defendants failed to pay final wages upon
25 termination and instead waited until the pay period ended to pay final wages.

26 93. Consequently, Plaintiffs, on behalf of themselves and other aggrieved employees,
27 seeks to recover civil penalties pursuant to the PAGA for the alleged violations per pay period in
28 an amount according to proof and subject to Court approval.

94. Plaintiff will also seek recovery of attorneys' fees and litigation expenses pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of all other similarly situated, prays for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and
3. For such other relief as the Court deems just and proper.

DATED: August 12, 2022

Lebe Law, APLC

By: Jonathan M. Lebe

Attorney for Plaintiff Alkhatatbeh Abedalsalam and
Reginald Isaiah, Individually and on behalf of all
other aggrieved employees

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California, I am over the age of
3 eighteen years and not a party to the within entitled action; my business address is 777 S.
Alameda Street, Los Angeles, CA 90021.

4 On September 9, 2022 I served the foregoing: **FIRST AMENDED**
5 **REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE**
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")

6 on the interested parties, by placing a true copy thereof, by the method of service specified
7 below:

8 Stephen E. Ronk
sronk@grsm.com
9 Linh T. Hua
lhua@grsm.com
Jenay Younger
10 jyounger@grsm.com
Gordon Rees Scully Mansukhani, LLP
11 633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
12 Telephone: (213) 5760-5007
13 Facsimile: (213) 680-4470

14 ☒ (VIA ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to
15 accept service by electronic transmission, I caused the documents to be sent to the persons
16 at the electronic notification addresses listed above. I did not receive, within a reasonable
17 time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

18 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that
19 the above is true and correct.

20 Dated: September 9, 2022

21 Diana Lopez
Diana Lopez