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behalf of herself and all others similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ELIZABETH S. TURNER, on behalf of
herself and all others similarly situated,

12
13 Plaintiffs,

14 v.

15 PLANT PREFAB, INC., a Delaware
corporation; PLANT PREFAB SITE
16 SERVICES, LLC, a California limited liability
company; BARRETT BUSINESS
17 SERVICES, INC., a Maryland corporation;
LIVINGHOMES ATWATER, LLC, a
18 California limited liability company;
RETHINK LIVINGHOMES, LLC, a
19 cancelled California limited liability company;
DEEP BHATTACHARYA, an individual; and
20 DOES 1 through 100, inclusive,

21 Defendants.
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CASE NO.: CIVDS2017517

[Assigned for all purposes to the Hon. David
Cohn in Dept. S-26]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. UNFAIR COMPETITION;
9. CIVIL PENALTIES UNDER LABOR
CODE SECTION 210;
10. CIVIL PENALTIES UNDER LABOR
CODE SECTION 226.3;
11. CIVIL PENALTIES UNDER LABOR
CODE SECTION 558;
12. CIVIL PENALTIES UNDER LABOR
CODE SECTION 1174.5;
13. CIVIL PENALTIES UNDER LABOR
CODE SECTION 1197.1; and
14. CIVIL PENALTIES UNDER LABOR
CODE SECTION 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff ELIZABETH S. TURNER ("Plaintiff"), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against PLANT PREFAB, INC., a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("PLANT PREFAB"), and DEEP BHATTACHARYA, an individual ("BHATTACHARYA" and collectively with PLANT PREFAB, and DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, purchasing supplies, communicating with vendors and managing office operations. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately November of 2018 through approximately March 17, 2020.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant PLANT PREFAB is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of San Bernardino, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant BHATTACHARYA is, and at all times relevant hereto was, an individual residing in California, as well as the President and Chief Operating Officer of PLANT PREFAB, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that

1 BHATTACHARYA violated, or caused to be violated, the above-referenced and below-referenced
2 Labor Code provisions in violation of Labor Code section 558.1.

3 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
4 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
5 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
6 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
7 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
8 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
9 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
10 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
11 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
12 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
13 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
14 include PLANT PREFAB and BHATTACHARYA, and any of their parent, subsidiary, or affiliated
15 companies within the State of California, as well as DOES 1 through 100 identified herein.

16 **JOINT LIABILITY ALLEGATIONS**

17 6. Plaintiff is informed and believes and based thereon alleges that all the times
18 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
19 representative, joint venture or co-conspirator of each of the other defendants, either actually or
20 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
21 employment, joint venture, and conspiracy.

22 7. All of the acts and conduct described herein of each and every corporate defendant
23 was duly authorized, ordered, and directed by the respective and collective defendant corporate
24 employers, and the officers and management-level employees of said corporate employers. In
25 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
26 their said employees, agents, and representatives, and each of them; and upon completion of the
27 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
28 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,

1 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
2 aforementioned corporate employees, agents and representatives.

3 8. Plaintiff is further informed and believes and based thereon alleges that
4 BHATTACHARYA violated, or caused to be violated, the above-referenced and below-referenced
5 Labor Code provisions in violation of Labor Code section 558.1.

6 9. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
7 unity of interest and ownership between Defendants, and each of them, that their individuality and
8 separateness have ceased to exist.

9 10. Plaintiff is informed and believes, and based thereon alleges that despite the
10 formation of the purported corporate existence of PLANT PREFAB, and DOES 1 through 50,
11 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with
12 BHATTACHARYA and DOES 51 through 100 ("Individual Defendants"), and each of them, due
13 to, but not limited to, the following reasons:

14 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
15 Defendants who personally committed the wrongful and illegal acts and violated the
16 laws as set forth in this Complaint, and who has hidden and currently hide behind the
17 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
18 other wrongful or inequitable purpose;

19 B. The Individual Defendants derive actual and significant monetary benefits by and
20 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
21 Defendants as the funding source for the Individual Defendants' own personal
22 expenditures;

23 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
24 and the Alter Ego Defendants, while really one and the same, were segregated to
25 appear as though separate and distinct for purposes of perpetrating a fraud,
26 circumventing a statute, or accomplishing some other wrongful or inequitable
27 purpose;

28 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the

1 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
2 mentioned herein were, so mixed and intermingled that the same cannot reasonably
3 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
4 are, and at all relevant times mentioned herein were, used by the Individual
5 Defendants as mere shells and conduits for the conduct of certain of their, and each
6 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
7 herein were, the alter egos of the Individual Defendants;

8 E. The recognition of the separate existence of the Individual Defendants and the Alter
9 Ego Defendants would promote injustice insofar that it would permit defendants to
10 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
11 Code, and other statutory violations. The corporate existence of these defendants
12 should thus be disregarded in equity and for the ends of justice because such
13 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

14 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
15 Defendants (and vice versa), and the fiction of their separate corporate existence must
16 be disregarded;

17 11. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants, and each of them, are joint employers.

19 JURISDICTION

20 12. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
21 of Civil Procedure section 410.10.

22 13. Venue is proper in San Bernardino County, California pursuant to Code of Civil
23 Procedure sections 392, et seq. because, among other things, San Bernardino County is where the
24 causes of action complained of herein arose; the county in which the employment relationship
25 began; the county in which performance of the employment contract, or part of it, between Plaintiff
26 and Defendants was due to be performed; the county in which the employment contract, or part of
27 it, between Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged
28 herein have a direct effect on Plaintiff and Class Members in San Bernardino County, and because

1 Defendants employ numerous Class Members in San Bernardino County.

2 14. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
3 Defendants during the applicable statutory period and suffered one or more of the Labor Code
4 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
5 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
6 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”)
7 plus reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
8 employees of Defendants during the Civil Penalty Period.

9 15. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
10 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
11 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
12 PAGA allegations described herein is not required.

13 16. During the period beginning one (1) year preceding the provision of notice to the
14 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
15 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3,
16 226.7, 227.3, 246, *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198.5, 2699,
17 2802, and 2810.5, among others.

18 17. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
19 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
20 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
21 specified in Labor Code section 2699.3.

22 18. On or around August 6, 2020, Plaintiff provided written notice pursuant to Labor
23 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
24 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
25 as well as by certified mail, with return receipt requested to Defendants, and each of them.

26 19. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
28 calendar days of the August 6, 2020 postmarked date of the herein-described notice sent by Plaintiff

1 to the LWDA and Defendants.

2 **FACTUAL BACKGROUND**

3 20. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
5 some of them, in violation of California state wage and hour laws as a result of, without limitation,
6 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
7 seven consecutive work days in a work week without being properly compensated for hours worked
8 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
9 worked on the seventh consecutive work day in a work week by, among other things, failing to
10 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the
11 detriment of Plaintiff and Class Members.

12 21. For at least four (4) years prior to the filing of this Action and continuing to the
13 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
14 or some of them, in violation of California state wage and hour laws as a result of, among other
15 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
16 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

17 22. For at least four (4) years prior to the filing of this Action and continuing to the
18 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
19 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
20 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
21 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
22 for such unprovided meal periods as required by California wage and hour laws.

23 23. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
25 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
26 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
27 California wage and hour laws.

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1 24. For at least three (3) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
3 full amount of their wages owed to them upon termination and/or resignation as required by Labor
4 Code sections 201 and 202.

5 25. For at least one (1) year prior to the filing of this Action and continuing to the present,
6 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
7 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
8 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
9 hours worked at each hourly rate; and other such information as required by Labor Code section
10 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
11 an accurate calculation of gross wages earned, as well as gross and net wages paid.

12 26. For at least one (1) year prior to the filing of this action and continuing to the present,
13 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
14 amount of their wages for labor performed in a timely fashion as required under Labor Code section
15 204.

16 27. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
17 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
18 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, *et al.*, and California Code of Regulations, Title 8,
19 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
20 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
21 other such provisions of California law, and reasonable attorneys' fees and costs.

22 28. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
23 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
24 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
25 appropriate and effective means to prevent further violations, as well as all monies owed but
26 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
27 restitution of amounts owed.

28 / / /

1 **CLASS ACTION ALLEGATIONS**

2 29. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
3 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
4 and former non-exempt employees of Defendants within the State of California at any time
5 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
6 of the class action is provided to the class (collectively referred to as "Class Members").

7 30. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
8 to amend or modify the class description with greater specificity, further divide the defined class
9 into subclasses, and to further specify or limit the issues for which certification is sought.

10 31. This action has been brought and may properly be maintained as a class action under
11 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
12 of interest in the litigation and the proposed Class is easily ascertainable.

13 **A. Numerosity**

14 32. The potential Class Members as defined are so numerous that joinder of all the
15 members of the Class is impracticable. While the precise number of Class Members has not been
16 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
17 Members employed by Defendants within the State of California.

18 33. Accounting for employee turnover during the relevant periods necessarily increases
19 this number. Plaintiff alleges Defendants' employment records would provide information as to the
20 number and location of all Class Members. Joinder of all members of the proposed Class is not
21 practicable.

22 **B. Commonality**

23 34. There are questions of law and fact common to Class Members. These common
24 questions include, but are not limited to:

25 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
26 worked at a proper overtime rate of pay?

27 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
28 for all other time worked at the employee's regular rate of pay and a rate of pay that

1 is greater than the applicable minimum wage?

2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
3 Class Members to take compliant meal periods?

4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
5 with additional wages for missed or interrupted meal periods?

6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
7 Class Members to take compliant rest periods?

8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
9 with additional wages for missed rest periods?

10 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
11 Members upon termination or resignation all wages earned?

12 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
13 section 203?

14 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
15 Class Members with accurate wage statements?

16 J. Did Defendants fail to pay Class Members in a timely fashion as required under
17 Labor Code section 204?

18 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
19 section 17200, *et seq.*, by their unlawful practices as alleged herein?

20 L. Are Class Members entitled to restitution of wages under Business and Professions
21 Code section 17203?

22 M. Are Class Members entitled to costs and attorneys' fees?

23 N. Are Class Members entitled to interest?

24 **C. Typicality**

25 35. The claims of Plaintiff herein alleged are typical of those claims which could be
26 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
27 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
28 damages arising out of and caused by Defendants' common course of conduct in violation of laws

1 and regulations that have the force and effect of law and statutes as alleged herein.

2 **D. Adequacy of Representation**

3 36. Plaintiff will fairly and adequately represent and protect the interest of Class
4 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
5 hour class actions.

6 **E. Superiority of Class Action**

7 37. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
9 questions of law and fact common to Class Members predominate over any questions affecting only
10 individual Class Members. Class Members, as further described therein, have been damaged and
11 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
12 violation of the Labor Code at times, as set out herein.

13 38. Class action treatment will allow Class Members to litigate their claims in a manner
14 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
15 any difficulties that are likely to be encountered in the management of this action that would
16 preclude its maintenance as a class action.

17 **FIRST CAUSE OF ACTION**

18 **(Failure to Pay Overtime Wages – Against All Defendants)**

19 39. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs as though fully set forth hereat.

21 40. At all relevant times, Plaintiff and Class Members were employees or former
22 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
23 Wage Orders.

24 41. At all times relevant to this Complaint, Labor Code section 510 was in effect and
25 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
26 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
27 at the rate of no less than one and one-half times the regular rate of pay for an employee."

28 / / /

42. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

43. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

44. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

45. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

46. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

47. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

48. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under

Defendants' control.

49. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum to the detriment of Plaintiff and Class Members.

50. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

51. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

52. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

53. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

54. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

55. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

///

56. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

57. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

58. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

59. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

60. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

61. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

62. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes

1 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
2 thirty (30) minutes of paid rest period.

3 63. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
4 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
5 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
6 regular rate of compensation for each work day that the rest period is not provided.

7 64. For four (4) years prior to the filing of the Complaint in this Action through the
8 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
9 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
10 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
11 Member's regular rate of compensation on the occasions that Class Members were not authorized
12 or permitted to take compliant rest periods.

13 65. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
14 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
15 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
16 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

17 66. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
18 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
19 owed for rest periods that they were not authorized or permitted to take.

20 67. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
21 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
22 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
23 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

24 **FIFTH CAUSE OF ACTION**

25 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

26 68. Plaintiff realleges and incorporates by reference all of the allegations contained in
27 the preceding paragraphs as though fully set forth hereat.

28 / / /

1 69. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
3 Wage Orders.

4 70. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
5 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
6 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
7 discharge immediately upon termination. Class Members who resigned were entitled to payment
8 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
9 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
10 unpaid at the time of resignation.

11 71. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
12 years before the filing of the Complaint in this Action through the present, Defendants, due to the
13 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
14 Members all wages earned prior to resignation or termination in accordance with Labor Code
15 sections 201 or 202.

16 72. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
17 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
18 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
19 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
20 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
21 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
22 or resignation.

23 73. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
24 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
25 resignation, until paid, up to a maximum of thirty (30) days.

26 74. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
27 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
28 prior to termination or resignation.

75. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

76. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

77. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

78. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

79. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, among other things.

80. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

81. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and

1 mathematical computations to determine the amount of wages owed; causes difficulty and expense
2 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
3 about wages and amounts deducted from wages to state and federal governmental agencies, among
4 other things.

5 82. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
6 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
7 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
8 pay period, not to exceed an aggregate \$4,000.00 per employee.

9 83. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
10 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
11 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
12 attorneys' fees, and costs of suit.

13 **SEVENTH CAUSE OF ACTION**

14 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

15 84. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
16 and incorporates each by reference as though fully set forth hereat.

17 85. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

19 86. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
20 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
21 during which the labor was performed, and labor performed between the 16th and the last day,
22 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
23 month.”

24 87. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
25 independent and apart from, any other penalty provided in this article, every person who fails to pay
26 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
27 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
28 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful

1 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld.”

3 88. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
4 before the filing of the Complaint in this Action through the present, Defendants employed policies
5 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
6 Labor Code section 204.

7 89. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
8 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
9 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
10 for each subsequent violation in connection with each payment that was made in violation of Labor
11 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

12 90. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
13 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
14 interest, and their costs of suit, as well.

15 **EIGHTH CAUSE OF ACTION**

16 **(Unfair Competition – Against All Defendants)**

17 91. Plaintiff realleges and incorporates by reference all of the allegations contained in
18 the preceding paragraphs as though fully set forth hereat.

19 92. Plaintiff is informed and believes, and based thereon alleges that the unlawful
20 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
21 and Professions Code section 17200. Due to their unlawful business practices in violation of the
22 Labor Code, Defendants have gained a competitive advantage over other comparable companies
23 doing business in the State of California that comply with their obligations to compensate employees
24 in accordance with the Labor Code.

25 93. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and Class
26 Members have suffered injury in fact and lost money or property.

27 94. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
28 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor

1 Code and requiring the establishment of appropriate and effective means to prevent further
2 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
3 including interest thereon, in which they had a property interest and which Defendants nevertheless
4 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
5 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
6 by their failure to comply with the Labor Code.

7 95. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
8 Procedure section 1032 and interest under Civil Code section 3287.

9 **NINETH CAUSE OF ACTION**

10 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

11 96. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 97. At all relevant times herein, Labor Code section 204, requires and required that:
14 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
15 between the 16th and 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month.”

18 98. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 99. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
28 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor

1 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
2 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
3 for each subsequent violation in connection with each payment that was made in violation of Labor
4 Code section 204.

5 **TENTH CAUSE OF ACTION**

6 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

7 100. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
8 and incorporates each by reference as though fully set forth hereat.

9 101. Defendants had and have a policy or practice of failing to comply with Labor Code
10 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
11 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
12 wages earned; the name and address of each employer with whom they have been placed to work;
13 all applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
15 entity securing the employer's services if the employer is a farm labor contractor; and other such
16 information as required by Labor Code section 226, subdivision (a).

17 102. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
18 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
20 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

22 103. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
23 this section are in addition to any other penalty provided by law."

24 104. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to furnish non-exempt employees, including, without
26 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
27 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
28 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal

1 name of the employer and/or the name and address of the legal entity securing the employer's services
2 if the employer is a farm labor contractor; and other such information as required by Labor Code
3 section 226, subdivision (a).

4 105. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
5 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
6 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
7 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
8 period for each subsequent violation.

9 **ELEVENTH CAUSE OF ACTION**

10 **(Violation of Labor Code § 558 – Against All Defendants)**

11 106. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
12 and incorporates each by reference as though fully set forth hereat.

13 107. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
14 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
15 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
16 penalty as follows:

17 108. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient to recover
19 underpaid wages;

20 109. For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages;

23 110. Wages recovered pursuant to this section shall be paid to the affected employee."

24 111. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
27 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
28 their employment and after their employment separation; receive accurate, itemized wage

1 statements; be provided with the opportunity to inspect employment records; be provided with
2 notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of
3 paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate
4 of pay.

5 112. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
7 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
8 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
9 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

10 **TWELFTH CAUSE OF ACTION**

11 **(Violation of Labor Code § 1174.5 – Against All Defendants)**

12 113. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
13 and incorporates each by reference as though fully set forth hereat.

14 114. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
15 every person employing labor in California to “[a]llow any member of the commission or the
16 employees of the Division of Labor Standards Enforcement free access to the place of business or
17 employment of the person to secure any information or make any investigation that they are
18 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
19 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
20 or papers of the person.”

21 115. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
22 every person employing labor in California to “[k]eep a record showing the names and addresses of
23 all employees employed and the ages of all minors.”

24 116. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
25 every person employing labor in California to “[k]eep, at a central location in the state or at the
26 plants or establishments at which employees are employed, payroll records showing the hours
27 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
28 piece rate paid to, employees employed at the respective plants or establishments. These records

1 shall be kept in accordance with rules established for this purpose by the commission, but in any
2 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
3 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
4 earned.”

5 117. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
6 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
7 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
8 member of the commission or employees of the division to inspect records pursuant to subdivision
9 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

10 118. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
11 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
12 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
13 inspection of records as required by Labor Code subdivision (b).

14 119. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
17 hundred dollars (\$500) per violation per Aggrieved Employee.

18 **THIRTEENTH CAUSE OF ACTION**

19 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

20 120. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
21 and incorporates each by reference as though fully set forth hereat.

22 121. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
23 person acting either individually or as an officer, agent, or employee of another person, who pays
24 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
25 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
26 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
27 Section 203 as follows:

28 / / /

122. 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.

123. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. 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.

124. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

125. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' wages for all hours worked or otherwise under Defendants' control due to, without limitation, failing to accurately track and/or pay for all minutes actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

126. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

FOURTEENTH CAUSE OF ACTION

(Civil Penalties Under Labor Code § 2699 – Against All Defendants)

127. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

1 128. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
2 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
3 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
4 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of himself or herself and other current or former
6 employees pursuant to the procedures specified in Labor Code section 2699.3.

7 129. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
8 Code except those for which a civil penalty is specifically provided, the established civil penalty for
9 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
10 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
11 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
12 employee per pay period for each subsequent violation.

13 130. Plaintiff is informed and believes and based thereon alleges that Defendants, and
14 each of them, violated the Labor Code sections described herein, including, without limitation, for
15 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
16 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
17 employment and after employment separation; provide employees the opportunity to inspect
18 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
19 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
20 and use of paid sick leave; and paying employees all owed paid time off and vacation time owed by
21 separation at the proper rate of pay, entitling Plaintiff and other Aggrieved Employees to civil
22 penalties for each of these Labor Code violations in the amounts set forth in Labor Code section
23 2699, subdivision (f).

24 131. Moreover, Plaintiff and other Aggrieved Employees within the State of California
25 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
26 connection with their herein-described claims for civil penalties.

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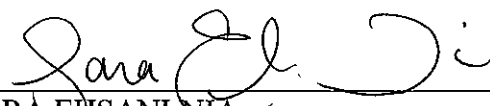
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- O. For costs of suit incurred herein; and
- P. For such other and further relief as the Court deems just and proper.

Dated: March 12, 2021 BIBIYAN LAW GROUP, P.C.

BY: 
SARA ELISANI-NIA
DAVID D. BIBIYAN
Attorneys for Plaintiff ELIZABETH S. TURNER on
behalf of herself and all others similarly situated

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On March 12, 2021, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mail address as follows:

Ashley Farrell Pickett
Ryan C. Bykerk
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1840 Century Park East, Suite 1900
Los Angeles, California 90067
farrellpicketta@gtlaw.com
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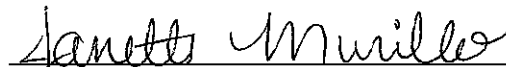
Counsel for Defendants PLANT PREFAB, INC., PLANT PREFAB SITE SERVICES, LLC, LIVINGHOMES ATWATER, LLC, RETHINK LIVINGHOMES, LLC, and DEEP BHATTACHARYA

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Counsel for Plaintiff ELIZABETH S. TURNER

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 12, 2021 at Beverly Hills, California.


Janette Murillo