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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

DANNY SWANSON, an individual, for himself
and all members of the putative class,

Plaintiff,

v.

INTEGRITS CORPORATION, a California
Corporation; and DOES 1 through 100, inclusive,
Defendants.

Case No.: BCV-20-102354

CLASS ACTION

FIRST AMENDED COMPLAINT

- (1) Violation of California Labor Code § 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code § 226.7 (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 515.5, 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Business & Professions Code §§ 17200, et seq.;
- (8) Violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorney General Act of 2004).

DEMAND FOR JURY TRIAL

1 Plaintiff DANNY SWANSON (“Plaintiff”) on behalf of himself, all other members of the
2 general public similarly situated and the other aggrieved employees, files this First Amended
3 Complaint pursuant to Labor Code section 2699.3, subdivision (a)(2)(C), against Defendants
4 INTEGRITS CORPORATION, a California Corporation, and DOES 1 through 100, inclusive
5 (“Defendants”). Plaintiff’s allegations are based upon information and belief and upon investigation of
6 Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which are based upon
7 Plaintiff’s personal knowledge.

8 **JURISDICTION AND VENUE**

9 1. This class action is brought pursuant to California Code of Civil Procedure section 382.
10 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
11 Superior Court and will be established according to proof at trial. The amount in controversy for each
12 class representative or putative class member, including claims for compensatory damages, interest,
13 penalties, and attorneys’ fees, is less than \$75,000.

14 2. This Court has jurisdiction over this action pursuant to the California Constitution,
15 Article VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those
16 given by statute to other courts.” The statutes under which this action is brought do not specify any
17 other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because each defendant is either a citizen
19 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of
20 the California market so as to render the exercise of jurisdiction over it by the California courts
21 consistent with traditional notions of fair play and substantial justice.

22 4. Venue is proper in this Court because, upon information and belief, the named
23 Defendants reside, transact business, or have offices in this county and the acts and omissions alleged
24 herein took place in this county.

25 **PARTIES**

26 5. Plaintiff DANNY SWANSON (“Plaintiff”) is a citizen of the State of California.

27 6. Defendant INTEGRITS CORPORATION (“INTEGRITS”) is a corporation organized
28 and existing under the laws of the State of California, and transacts business throughout the State of

1 California, including the County of Kern. At all relevant times, INTEGRITS was the “employer” of
2 Plaintiff within the meaning of all applicable state laws and statutes.

3 7. At all times herein relevant, Defendants INTEGRITS and DOES 1 through 100, and
4 each of them, were the agents, partners, joint venturers, representatives, servants, employees,
5 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto
6 were acting within the course and scope of their authority as such agents, partners, joint venturers,
7 representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or
8 omissions alleged herein were duly committed with the ratification, knowledge, permission,
9 encouragement, authorization and consent of each defendant designated herein.

10 8. The true names and capacities, whether corporate, associate, individual or otherwise, of
11 defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such
12 fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges,
13 that each of the defendants designated as a Doe is legally responsible for the events and happenings
14 referred to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this
15 complaint. Plaintiff will seek leave of court to amend this complaint to show the true names and
16 capacities when the same have been ascertained

17 9. Defendants INTEGRITS and DOES 1 through 100 will hereinafter collectively be
18 referred to as “Defendants” or “INTEGRITS.”

19 **FACTUAL ALLEGATIONS**

20 10. Defendants employed Plaintiff as a non-exempt or hourly-paid employee.

21 11. Defendants have the authority to hire and terminate Plaintiff and the other class
22 members; to set work rules and conditions governing Plaintiff and the other class members; and to
23 supervise their daily employment activities.

24 12. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
25 members.

26 13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
27 relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and
28 consultants highly knowledgeable about California wage law, employment and personnel practices.

1 14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
2 relevant, without any justification, Defendants ignored the employment and personnel policy changes
3 proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly
4 knowledgeable about California wage laws, employment, and personnel practice.

5 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive certain wages for all work
7 performed, including for overtime compensation.

8 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other class members were working over eight (8) hours per
10 day and were entitled to receive certain wages for overtime compensation and that they were not
11 receiving wages for overtime compensation.

12 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in
13 a uniform policy and systematic scheme of wage abuse against their hourly paid employees.

14 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
15 provide Plaintiff and the other class members the required rest and meal periods during the relevant
16 time period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor
17 Codes, thus are entitled to any and all applicable penalties.

18 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other class members were entitled to receive all meal periods
20 or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay
21 when a meal period was missed.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that Plaintiff and the other class members were entitled to receive all rest periods or
24 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay
25 when a rest period was missed.

26 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other class members were entitled to receive all wages owed
28 to them upon discharge or resignation.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive complete and accurate wage statements in accordance with California law.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

24. At all material times set forth herein, Defendants regularly and consistently failed to compensate Plaintiff and the other class members for all hours worked.

25. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other class members.

26. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff and the other class members.

27. At all material times set forth herein, Defendants regularly and consistently failed to provide complete and accurate wage statements to Plaintiff and the other class members.

28. At all material times set forth herein, Defendants regularly and consistently failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and thus, seeks class certification under Code of Civil Procedure section 382.

30. The proposed class is defined as follows:

All current and former individuals who were employed by Defendants within the State of California at any time during the period from October 7, 2016 to final judgment.

- 1 31. Plaintiff reserves the right to establish subclasses as appropriate.
- 2 32. The class is ascertainable and there is a well-defined community of interest in the
3 litigation:
- 4 a. The class members are so numerous that joinder of all class members is
5 impracticable. The membership of the entire class is unknown to Plaintiff
6 at this time; however, the class is estimated to be ninety-nine (99)
7 individuals or less and the identity of such membership is readily
8 ascertainable by inspection of Defendants' employment records.
- 9 b. Plaintiff's claims are typical of all other class members' as demonstrated
10 herein. Plaintiff will fairly and adequately protect the interests of the other
11 class members with whom they have a well-defined community of
12 interest.
- 13 c. Plaintiff will fairly and adequately protect the interests of each class
14 member, with whom they have a well-defined community of interest and
15 typicality of claims, as demonstrated herein. Plaintiff has no interest that
16 is antagonistic to the other class members. Plaintiff's attorneys, the
17 proposed Class Counsel, are versed in the rules governing class action
18 discovery, certification, settlement, and trial. Plaintiff has incurred, and
19 during the pendency of this action will continue to incur, costs and
20 attorneys' fees, that have been, are, and will be necessarily expended for
21 the prosecution of this action for the substantial benefit of each class
22 member.
- 23 d. A class action is superior to other available methods for the fair and
24 efficient adjudication of this litigation because individual joinder of all
25 class members is impractical.
- 26 e. Certification of this lawsuit as a class action will advance public policy
27 objectives. Employers of this great state violate employment and labor
28 laws every day. Current employees are often afraid to assert their rights

1 out of fear of direct or indirect retaliation. However, class actions provide
2 the class members who are not named in the complaint anonymity that
3 allows for the vindication of their rights.

4 33. There are common questions of law and fact as to the class members that predominate
5 over questions affecting only individual members. The following common questions of law or fact,
6 among others, exist as to the members of the class:

- 7 a. Whether Defendants required Plaintiff and the other class members to
8 work over eight (8) hours per day and failed to pay the legally required
9 overtime compensation to Plaintiff and the other class members;
- 10 b. Whether Plaintiff and the other class members did not receive wages for
11 all time worked;
- 12 c. Whether Defendants deprived Plaintiff and the other class members of
13 meal periods or required Plaintiff and the other class members to work
14 during meal periods without compensation;
- 15 d. Whether Defendants deprived Plaintiff and the other class members of rest
16 periods or required Plaintiff and the other class members to work during
17 rest periods without compensation;
- 18 e. Whether Defendants failed to pay all wages due to Plaintiff and the other
19 class members within the required time upon their discharge or
20 resignation;
- 21 f. Whether Defendants complied with wage reporting as required by the
22 California Labor Code; including, but not limited to, section 226;
- 23 g. Whether Defendants' conduct was willful or reckless;
- 24 h. Whether Defendants engaged in unfair business practices in violation of
25 California Business & Professions Code sections 17200 et seq.;
- 26 i. The appropriate amount of damages, restitution, and/or monetary penalties
27 resulting from Defendants' violation of California law; and
- 28 j. Whether Plaintiff and the other class members are entitled to

compensatory damages pursuant to the California Labor Code.

FIRST CAUSE OF ACTION

(Violation of California Labor Code section 1198)

(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)

34. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 33 and each and every part thereof with the same force and effect as though fully set forth herein.

35. Pursuant to California Labor Code section 1198 and the applicable IWC Wage Order, it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

36. Pursuant to California Labor Code section 1198, the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

37. Pursuant to the applicable IWC Wage Order, Plaintiff and the other class members are not to be employed more than eight (8) hours in any one workday or more than six (6) days in any workweek unless they receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over eight (8) hours in any workday and for the first eight (8) hours on the seventh (7th) day of work and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) day of work in the workweek.

38. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day and more than six (6) days in a workweek, but did not receive overtime pay.

39. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

40. Defendants' failure to pay Plaintiff and the other class members overtime compensation, as required by California laws, violates the provisions of California Labor Code section 1198, and is therefore unlawful.

41. Pursuant to California Labor Code section 1194, subdivision (a), notwithstanding any

1 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
2 legal overtime compensation applicable to the employee is entitled to recover in a civil action the
3 unpaid balance of the full amount of this minimum wage or overtime compensation, including interest
4 thereon, reasonable attorneys' fees, and costs of suit.

5 42. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
6 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

7 **SECOND CAUSE OF ACTION**

8 **(Violation of California Labor Code section 226.7)**

9 **(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)**

10 43. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 42,
11 and each and every part thereof with the same force and effect as though fully set forth herein.

12 44. At all relevant times, the IWC Order and California Labor Code section 226.7,
13 subdivision (a) was applicable to Plaintiff's and the other class members' employment by Defendants.

14 45. At all relevant times, California Labor Code section 226.7 provides that no employer
15 shall require an employee to work during any meal or rest period mandated by an applicable order of
16 the California IWC.

17 46. At all relevant times, the applicable IWC Wage Order provides that an employer may
18 not require, cause or permit an employee to work for a work period of more than five (5) hours per day
19 without providing the employee with a meal period of not less than thirty (30) minutes, except that if
20 the total work period per day of the employee is no more than six (6) hours, the meal period may be
21 waived by mutual consent of both the employer and employee.

22 47. During the relevant time period, Plaintiff and the other class members who were
23 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
24 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
25 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

26 48. During the relevant time period, Plaintiff and the other class members who were
27 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
28 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

49. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

50. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

51. Defendants' conduct violates applicable IWC Wage Order and California Labor Code section 226.7.

52. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code section 226.7)

(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)

53. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

54. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

55. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

56. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 1/2) hours.

57. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each

four (4) hour period worked.

58. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

59. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

60. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

61. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7, subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code sections 1194, 1197, and 1197.1)

(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)

62. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

63. At all relevant times, California Labor Code sections 515.5, 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

64. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 515.5, 1194, 1197, and 1197.1.

65. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 515.5, 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

66. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

67. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code sections 201 and 202)

(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)

68. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof with the same force and effect as though fully set forth herein.

69. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

70. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of Plaintiff and the other class members leaving Defendants' employ.

71. Defendants' failure to pay Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

72. Pursuant to California Labor Code section 203, if an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

73. Plaintiff and the other class members are entitled to recover the statutory penalty for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code section 226, subdivision (a))

(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)

74. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73, and each and every part thereof with the same force and effect as though fully set forth herein.

75. Pursuant to California Labor Code section 226, subdivision (a), every employer shall furnish each of his or her employees an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

76. Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies included one or more of the following: the failure to include the correct total number of hours worked by Plaintiff and the other class members and the failure to include the correct hourly rate.

77. As a result of Defendants' violation of California Labor Code section 226, subdivision (a), Plaintiff and the other class members experienced actual injury because it: (1) resulted in the non-payment of wages; (2) deprived Plaintiff and the other class members of the information necessary to identify discrepancies in Defendant's reported data; (3) created confusion over whether they received

1 all wages owed to them; (4) created difficulty and expense involved in reconstructing pay records; and
2 (5) forced Plaintiff and the other class member to make mathematical computations to analyze whether
3 the wages paid in fact properly compensated them.

4 **SEVENTH CAUSE OF ACTION**

5 **(Violation of California Business & Professions Code sections 17200 et seq.)**

6 **(Against Defendants INTEGRITS CORPORATION and DOES 1 through 100)**

7 78. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 77,
8 and each and every part thereof with the same force and effect as though fully set forth herein.

9 79. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiff and the other class members, and Defendants' competitors.
11 Accordingly, Plaintiff and the other class members seek to enforce important rights affecting the public
12 interest within the meaning of Code of Civil Procedure section 1021.5.

13 80. Defendants' activities as alleged herein are violations of California law, and constitute
14 unlawful business acts and practices in violation of California Business & Professions Code sections
15 17200, et seq.

16 81. A violation of California Business & Professions Code sections 17200, et seq. may be
17 predicated on the violation of any state or federal law.

18 **Failure to Pay Overtime**

19 82. Defendants' failure to pay overtime in violation of the Wage Orders and California
20 Labor Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by
21 California Business & Professions Code section 17200, et seq.

22 **Failing to Provide Meal Periods**

23 83. Defendants' failure to provide legally required meal periods in violation of the Wage
24 Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair
25 activity prohibited by California Business & Professions Code sections 17200, et seq.

26 **Failure to Provide Rest Periods**

27 84. Defendants' failure to provide legally required rest periods in violation of the Wage
28 Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair

1 activity prohibited by California Business & Professions Code section 17200, et seq.

2 **Failure to Pay Minimum Wages**

3 85. Defendants' failure to pay minimum wages in violation of the Wage Orders and
4 California Labor Code sections 515.5, 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
5 and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

6 **Failure to Timely Pay Wages Upon Termination**

7 86. Defendants' failure to timely pay wages upon termination in violation of California
8 Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity
9 prohibited by California Business & Professions Code sections 17200, et seq.

10 **Failure to Timely Pay Wages During Employment**

11 87. At all times herein set forth, California Labor Code section 204 provides that all wages
12 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
13 month, other than those wages due upon termination of an employee, are due and payable between the
14 16th and the 26th day of the month during which the labor was performed.

15 88. At all times herein set forth, California Labor Code section 204 provides that all wages
16 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
17 month, other than those wages due upon termination of an employee, are due and payable between the 1st
18 and the 10th day of the following month.

19 89. At all times herein set forth, California Labor Code section 204 provides that all wages
20 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
21 regular payroll period.

22 90. During the relevant time period, Defendants intentionally and willfully failed to pay
23 Plaintiff and the other class members all wages due to them, within any time period permissible under
24 California Labor Code section 204.

25 91. Plaintiff and the other class members are entitled to recover all remedies available for
26 violations of California Labor Code section 204.

27 92. Defendants' failure to timely pay wages during employment in violation of California
28 Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by

1 California Business & Professions Code sections 17200, et seq.

2 **Failure to Provide Compliant Wage Statements**

3 93. Defendants' failure to provide compliant wage statements in violation of California
4 Labor Code section 226, subdivision (a), as alleged above, constitutes unlawful and/or unfair activity
5 prohibited by California Business & Professions Code sections 17200, et seq.

6 **Failure to Keep Complete and Accurate Payroll Records**

7 94. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall
8 keep, at a central location in the state or at the plants or establishments at which employees are
9 employed, payroll records showing the hours worked daily by and the wages paid to, and the number of
10 piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective
11 plants or establishments. These records shall be kept in accordance with rules established for this
12 purpose by the commission, but in any case shall be kept on file for not less than two years.

13 95. Defendants have intentionally and willfully failed to keep accurate and complete payroll
14 records showing the hours worked daily and the wages paid to Plaintiff and the other class members.

15 96. As a result of Defendants' violation of California Labor Code section 1174, subdivision
16 (d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected
17 rights.

18 97. More specifically, Plaintiff and the other class members have been injured by
19 Defendants' intentional and willful violation of California Labor Code section 1174, subdivision (d)
20 because they were denied both their legal right and protected interest, in having available, accurate and
21 complete payroll records pursuant to California Labor Code section 1174, subdivision (d).

22 98. Defendants' failure to keep complete and accurate payroll records in violation of
23 California Labor Code section 1174, subdivision (d), as alleged above, constitutes unlawful and/or
24 unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

25 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

26 99. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for all
27 necessary business-related expenses and costs constitutes unlawful and/or unfair activity prohibited by
28 California Business & Professions Code sections 17200, et seq.

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code sections 2698 et seq.)**

3 **(Against Defendant INTEGRITS CORPORATION and DOES 1 through 100)**

4 100. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 99,
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 101. At all relevant times, PAGA provides that any provision of law under the California
7 Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations
8 of the California Labor Code may, as an alternative, be recovered through a civil action brought by
9 an aggrieved employee pursuant to the procedures outlined in California Labor Code section 2699.3.

10 102. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
11 employee,” who is any person that was employed by the alleged violator and against whom one or
12 more of the alleged violations was committed.

13 103. Plaintiff was employed by Defendants and the alleged violations were committed
14 against him during his time of employment and he is therefore, an aggrieved employee. Plaintiff and
15 the other non-exempt or hourly employees are “aggrieved employees” as defined by California Labor
16 Code section 2699, subdivision (c) in that they are all current or former employees of Defendants,
17 and one or more of the alleged violations was committed against them.

18 104. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee
19 may pursue a civil action arising under PAGA after the following requirements have been met:

20 a. The aggrieved employee shall give written notice by online filing
21 (hereinafter “Employee’s Notice”) to the LWDA and the employer of
22 the specific provisions of the California Labor Code alleged to have
23 been violated, including the facts and theories to support the alleged
24 violations.

25 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
26 employer and the aggrieved employee by certified mail that it does not
27 intend to investigate the alleged violation within sixty (60) calendar
28 days of the postmark date of the Employee’s Notice. Upon receipt of

1 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
2 five (65) calendar days of the postmark date of the Employee's Notice,
3 the aggrieved employee may commence a civil action pursuant to
4 California Labor Code section 2699.

5 105. On October 7, 2020, Plaintiff provided written notice by online filing to the LWDA
6 and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to
7 have been violated, including the facts and theories to support the alleged violations. The LWDA did
8 not respond to this notice.

9 106. Plaintiff satisfied the administrative prerequisites under California Labor Code section
10 2699.3, subdivision (a), to recover civil penalties against Defendants for violations of the California
11 Labor Code.

12 107. Pursuant to California Labor Code section 2699, Plaintiff requests and is entitled to
13 recover from Defendant civil penalties.

14 108. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties
15 recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the
16 Labor and Workforce Development Agency for the enforcement of labor laws and education of
17 employers and employees about their rights and responsibilities and twenty-five percent (25%) to the
18 aggrieved employees

19 109. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
20 pursuant to California Labor Code section 2699.

21 **Failure to Pay Overtime**

22 110. California Labor Code sections 510 and 1198 require employers to pay their
23 employees overtime compensation equal to one and one-half times their regular rate of pay for all
24 hours worked in excess of eight hours in one day and/or over 40 hours in a week.

25 111. Defendant does not pay Plaintiff and the other aggrieved employees overtime
26 compensation when they worked in excess of eight hours in one day and/or over 40 hours in a week.

27 **Failure to Provide Meal Periods**

28 112. California Labor Code sections 226.7 and 512 require employers to pay their

1 employees one additional hour of pay at the employee's regular rate of pay for each workday that a
2 meal period is not provided when it should have been.

3 113. Defendant does not provide Plaintiff and the other aggrieved employees with meal
4 periods when it should have, nor does it pay them premium pay.

5 **Failure to Provide Rest Breaks**

6 114. California Labor Code sections 226.7 and 512 require employers to pay their
7 employees one additional hour of pay at the employee's regular rate of pay for each workday that a
8 rest break is not provided when it should have been.

9 115. Defendant does not provide Plaintiff and the other aggrieved employees with rest
10 breaks when it should have, nor does it pay them premium pay.

11 **Failure to Timely Pay Wages Upon Termination**

12 116. California Labor Code sections 201, 202, and 203 provide that if an employer
13 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
14 immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall
15 become due and payable not later than seventy-two hours thereafter, unless the employee has given
16 seventy-two hours previous notice of his or her intention to quit, in which case the employee is
17 entitled to his or her wages at the time of quitting.

18 117. As explained above, Defendant failed to pay Plaintiff and the other aggrieved
19 employees minimum wage for each hour of work they performed, failed to pay them overtime when
20 they worked in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay
21 them one additional hour of pay at their regular rate of pay when they were not provided meal periods
22 and rest breaks. Accordingly, these wages are not timely paid to Plaintiff and the other aggrieved
23 employees upon their discharge or termination.

24 **Failure to Timely Pay Wages During Employment**

25 118. California Labor Code section 204 requires that all wages earned by any person in any
26 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
27 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
28 of the month during which the labor was performed, and that all wages earned by any person in any

1 employment between the 16th and the last day, inclusive, of any calendar month, other than those
2 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
3 the following month. Labor Code section 204 also requires that all wages earned for labor in excess
4 of the normal work period shall be paid no later than the payday for the next regular payroll period.

5 119. As explained above, Defendant failed to pay Plaintiff and the other aggrieved
6 employees minimum wage for each hour of work they performed, failed to pay them overtime when
7 they worked in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay
8 them one additional hour of pay at their regular rate of pay when they were not provided meal periods
9 and rest breaks. Accordingly, these wages are not timely paid Plaintiff and the other aggrieved
10 employees during their employment.

11 **Failure to Provide Complete and Accurate Wage Statements**

12 120. California Labor Code section 226 requires employers to make, keep, and provide true,
13 accurate, timely, and complete wage statement.

14 121. Defendant does not provide Plaintiff and the other aggrieved employees with true,
15 accurate, timely, and complete wage statements.

16 **Failure to Keep Accurate Business Records**

17 122. California Labor Code section 1174, subdivision (d) requires employers to keep, at a
18 central location in the state or at the plants or establishments at which employees are employed,
19 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
20 rate units earned by and any applicable piece rate paid to, employees employed at the respective
21 plants or establishments. These records shall be kept in accordance with rules established for this
22 purpose by the commission, but in any case shall be kept on file for not less than two years.

23 123. Defendant intentionally and willfully failed to keep accurate and complete payroll
24 records, including but not limited to, failing to keep at a central location in the State of California
25 payroll records showing the hours worked daily by and the wages paid to, or the number of piece rate
26 units earned by or any applicable piece rate paid to, Plaintiff and the other aggrieved employees.
27 This is because Defendant failed to pay Plaintiff and the other aggrieved employees minimum wage
28 for each hour of work they performed, failed to pay them overtime when they worked in excess of

1 eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour of
2 pay at their regular rate of pay when they were not provided meal periods and rest breaks.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
5 similarly situated, jointly and severally, prays for relief as follows:

6 **Class Certification**

- 7 1. That this action be certified as a class action;
- 8 2. That Plaintiff be appointed as the representative of the Class;
- 9 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 10 4. That Defendants provide to Class Counsel, immediately upon its appointment, the
11 names and most current contact information (address and telephone numbers) of all class members.

12 **As to the First Cause of Action**

- 13 5. That the court declare, adjudge, and decree that Defendants violated California Labor
14 Code section 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due
15 to Plaintiff and the other class members;
- 16 6. For general unpaid wages at overtime wage rates and such general and special damages
17 as may be appropriate;
- 18 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
19 date such amounts were due;
- 20 8. For reasonable attorneys' fees and costs of suit incurred herein; and
- 21 9. For such other and further relief as the court may deem just and proper.

22 **As to the Second Cause of Action**

- 23 10. That the court declare, adjudge, and decree that Defendants violated California Labor
24 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all meal periods
25 (including second meal periods) to Plaintiff and the other class members;
- 26 11. That the court make an award to Plaintiff and the other class members of one (1) hour of
27 pay at each employee's regular rate of compensation for each workday that a meal period was not
28 provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;
13. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);
14. For pre-judgment interest on any unpaid wages from the date such amounts were due;
15. For reasonable attorneys' fees and costs of suit incurred herein; and
16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the court declare, adjudge, and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;
20. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);
21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
22. For reasonable attorneys' fees and costs of suit incurred herein; and
23. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

24. That the court declare, adjudge, and decree that Defendants violated California Labor Code sections 515.5, 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

25. For general unpaid wages and such general and special damages as may be appropriate;
26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;
27. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
28. For reasonable attorneys' fees and costs of suit incurred herein; and
29. For liquidated damages pursuant to California Labor Code section 1194.2; and

30. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

31. That the court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of the other class members no longer employed by Defendants;

32. For all actual, consequential, and incidental losses and damages, according to proof;

33. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

34. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

35. For reasonable attorneys' fees and costs of suit incurred herein; and

36. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

37. That the court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

38. For actual, consequential and incidental losses and damages, according to proof;

39. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

40. For reasonable attorneys' fees and costs of suit incurred herein; and

41. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

42. That the court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq.

43. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result

1 of violation of California Business and Professions Code sections 17200, et seq.;

2 45. For injunctive relief to ensure compliance with this section, pursuant to California
3 Business and Professions Code sections 17200, et seq.; and

4 46. For reasonable attorneys' fees and costs of suit incurred herein; and

5 47. For such other and further relief as the court may deem just and proper.

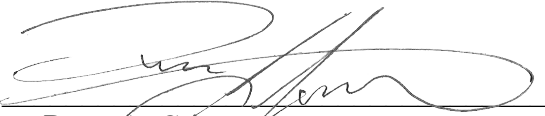
6 **As to the Eighth Cause of Action**

7 48. For civil penalties pursuant to California Labor Code sections 2699, subdivisions (a),
8 (f) and (g) plus costs and attorneys' fees for violations of California Labor Code; and

9 49. For such other and further relief as the court may deem just and proper.

10
11
12 Date: December 21, 2020

PARRIS LAW FIRM

13
14 By: 

Ryan A. Crist
Attorneys for Plaintiff,
the Putative Class, and the
Aggrieved Employees

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Date: December 21, 2020

By:

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

PROOF OF SERVICE
1013A(3) CCP Revised 5/1/88

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 18 and not a party to the within action. My business address is 43364 10th Street West, Lancaster, California 93534.

On December 21, 2020, I served the foregoing document described as **FIRST AMENDED COMPLAINT**, as follows:

Kelly Folger, Esq.

kfolger@albblaw.com

Christopher Cianci, Esq.

ccianci@albblaw.com

LAGASSE BRANCH BELL + KINKEAD LLP

626 Wilshire Boulevard, Suite 1000

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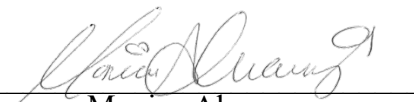
Facsimile: (213) 817-9154

Counsel for Defendant IntegrITS Corporation

[X] **BY ELECTRONIC SERVICE as follows:** Pursuant to California Rules of Court, Emergency Rule 12, I caused the above-entitled document to be served on Christopher Cianci at ccianci@albblaw.com, Kelly Folger at kfolger@albblaw.com, and Andrea Amezcua at amezcua@albblaw.com.

Executed on December 21, 2020, at Lancaster, California.

[X] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Monica Alvarez