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

ALEXANDER GNAEDIG, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

FAVORITE HEALTHCARE STAFFING INC., a
Kansas corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. **21STCV20904**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff ALEXANDER GNAEDIG (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from March 29, 2020 to final judgment (“Aggrieved Employees”).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because a majority of the acts, events, and violations occurred in this County. Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles.

THE PARTIES

5. At all times herein mentioned, Plaintiff Alexander Gnaedig was a resident of the County of Ellis, State of Texas.

6. At all times herein mentioned, Defendant FAVORITE HEALTHCARE STAFFING, INC., a Kansas corporation, was and is an employer whose employees are engaged in the State of California, including the County of Los Angeles.

7. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and

1 serve such fictitiously named Defendants once their names and capacities become known.

2 8. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
3 acts and omissions alleged herein were performed by, or are attributable to Defendant FAVORITE
4 HEALTHCARE STAFFING, INC. and/or DOES 1 through 25 (collectively “Defendants”), each
5 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of
6 the other co-Defendants and within the course and scope of such agency, employment, joint venture,
7 or concerted activity with legal authority to act on the others’ behalf. The acts of any and all
8 Defendants represent and were in accordance with Defendants’ official policy.

9 9. At all relevant times, Defendants were the employer of Plaintiff within the meaning
10 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
11 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
12 each of said Defendants employers and employers liable under the statutory provisions set forth
13 herein.

14 10. At all relevant times, Defendants, and each of them, ratified each and every act or
15 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
16 abetted the acts and omissions of each and all the other Defendants in proximately causing the
17 damages herein alleged.

18 11. Plaintiff is informed and believes, and based thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 12. From approximately January 27, 2021 to approximately February 23, 2021
23 Defendants, jointly and severally, employed Plaintiff as a non-exempt Registered Nurse in the County
24 of Los Angeles.

25 13. Defendants are a healthcare professional staffing agency.

26 14. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
27 them all overtime wages due, failed to provide them with all meal periods and rest periods to which
28 they were entitled, failed to timely pay them all wages during their employment, failed to timely pay

1 them all wages due upon termination of their employment, failed to provide them with accurate
2 itemized wage statements, failed to maintain accurate payroll records, and failed to provide and
3 adhere to other related protections afforded by the California Labor Code and applicable Industrial
4 Welfare Commission Wage Order.

5 15. Defendants had the authority to hire and terminate Plaintiff and the other Aggrieved
6 Employees, to set work rules and conditions governing Plaintiff's and the other Aggrieved
7 Employees' employment, and to supervise their daily employment activities.

8 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
9 and the other Aggrieved Employees' employment for them to be joint employers of Plaintiff and
10 the other Aggrieved Employees.

11 17. Defendants directly hired and paid wages and benefits to Plaintiff and the other
12 Aggrieved Employees.

13 18. Defendants continue to employ hourly paid and/or non-exempt employees within the
14 State of California.

15 19. Plaintiff and the other Aggrieved Employees worked over eight (8) hours in a day,
16 and/or forty (40) hours in a week during their employment with Defendants.

17 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
18 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive certain
19 wages for overtime compensation and that Plaintiff and the other Aggrieved Employees were not
20 receiving certain wages for overtime compensation.

21 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
23 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
24 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
25 work period of more than five hours per day, and that Plaintiff and the other Aggrieved Employees
26 did not receive all meal periods or payment of one (1) additional hour of pay at their regular rate of
27 compensation when a meal period was missed, shortened, taken late, and/or interrupted.

28 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or

1 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
2 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
3 they were not provided with an uninterrupted second meal period of no less than thirty (30) minutes
4 for a work period of more than ten (10) hours per day, and that Plaintiff and the other Aggrieved
5 Employees did not receive all second meal periods or payment of one (1) additional hour of pay at
6 their regular rate of compensation when a second meal period was missed, shortened, taken late,
7 and/or interrupted.

8 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all rest
10 periods or payment of one (1) additional hour of pay at their regular rate of compensation when they
11 were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four
12 hours, or major fraction thereof, worked, and that Plaintiff and the other Aggrieved Employees did
13 not receive all rest periods or payment of one (1) additional hour of pay at their regular rate of
14 compensation when a rest period was missed, shortened, taken late, and/or interrupted.

15 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that Plaintiff and the other Aggrieved Employees were entitled to timely payment
17 of wages during their employment. In violation of the California Labor Code, Plaintiff and the other
18 Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime
19 wages, meal period premium wages, and rest period premium wages within permissible time periods.

20 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
21 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all
22 wages upon termination of employment, including, without limitation, overtime wages, meal period
23 premium wages, and rest period premium wages, and that Plaintiff and the other Aggrieved
24 Employees did not receive payment of all wages upon termination of employment.

25 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
27 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff and
28 the other Aggrieved Employees did not receive complete and accurate wage statements from

1 Defendants.

2 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
3 or should have known that Defendants had to keep complete and accurate payroll records for
4 Plaintiff and the other Aggrieved Employees in accordance with California law, but, in fact, did not
5 keep complete and accurate payroll records.

6 28. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
7 Defendants.

8 29. At all times set forth herein, PAGA provides that any provision of law under the
9 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
10 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
11 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
12 brought by an aggrieved employee on behalf of herself and other current or former employees
13 pursuant to procedures outlined in California Labor Code section 2699.3.

14 30. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who
15 is any person that was employed by the alleged violator and against whom one or more of the alleged
16 violations was committed.

17 31. Plaintiff was employed by Defendants and the alleged violations were committed
18 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
19 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)
20 in that they are current or former employees of Defendants and one of more of the alleged violations
21 were committed against them.

22 32. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
23 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
24 requirements have been met:

- 25 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
26 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
27 Labor Code alleged to have been violated, including the facts and theories to support the
28 alleged violations.

(b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

33. On March 29, 2021, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of submission of Plaintiff’s notice.

34. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), and 1198 have been satisfied.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 2698, Et Seq.

(Against FAVORITE HEALTHCARE STAFFING, INC. and DOES 1-25)

35. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

36. PAGA expressly establishes that any provision of the California labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

37. Whenever the LWDA, or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
2 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
3 penalty.

4 38. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”
5 as defined by California Labor Code section 2699(c) in that they are all current or former employees
6 of Defendants, and one or more of the alleged violations were committed against them.

7 39. Defendants’ conduct, as alleged herein, violates numerous sections of the California
8 Labor Code, including, but not limited to, the following:

- 9 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
10 overtime wages, as set forth more fully below;
- 11 (b) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
12 legally required meal periods, as set forth more fully below;
- 13 (c) Violation of California Labor Code section 226.7 for failure to provide legally
14 required rest periods, as set forth more fully below;
- 15 (d) Violation of California Labor Code section 204 for failure to timely pay wages to
16 Plaintiff and other Aggrieved Employees during employment, as set forth more
17 fully before;
- 18 (e) Violation of California Labor Code sections 201, 202, and 203 for failure to pay
19 all wages at time of discharge from employment, as set forth more fully below;
- 20 (f) Violation of California Labor Code section 226(a) for failure to provide accurate
21 wage statements to Plaintiff and other Aggrieved Employees, as set forth more
22 fully below; and
- 23 (g) Violation of California Labor Code section 1174(d) for failure to keep complete
24 and accurate payroll records relating to Plaintiff and other Aggrieved Employees,
25 as set forth more fully below.

26 40. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
27 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection
28 of civil penalties for Plaintiff, all other Aggrieved Employees, and the State of California against

Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

Failure to Pay Overtime Wages

41. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that 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.

42. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the Aggrieved Employees employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

43. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the Aggrieved Employees employed by Defendants, and working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

44. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

45. During the relevant time period, Plaintiff and the Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week.

46. During the relevant time period, Defendants failed to properly compensate Plaintiff and the Aggrieved Employees with overtime compensation for hours worked in excess of forty (40) hours in a week. Defendants' policy was to pay overtime compensation to Plaintiff and the Aggrieved Employees for hours worked in excess of eight (8) hours in a day and to pay overtime compensation to Plaintiff and the Aggrieved Employees for non-overtime hours worked in excess of forty (40) hours in one week. Defendants failed to include hours worked at an overtime rate when determining whether the forty (40) hour per week threshold had been satisfied. Therefore, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for overtime compensation, but were not paid at the correct overtime rate of pay for all overtime hours worked.

47. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Provide Meal Periods

48. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other Aggrieved Employees' employment by Defendants and each of them.

49. At all relevant times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

50. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

51. During the relevant time period, Plaintiff and other Aggrieved Employees scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

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

53. During the relevant time period, Plaintiff and the other Aggrieved Employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

54. During the relevant time period, Plaintiff and the other Aggrieved Employees, who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

55. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and other Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular hourly rate of compensation for each work day that the meal period was not provided.

56. During the relevant time period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and the Aggrieved Employees for work performed during meal periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff could take compliant meal breaks.

57. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely, uninterrupted meal period of at least thirty (30) minutes was not provided.

58. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

59. At all relevant times herein set forth, the applicable IWC Wage Order and California

1 Labor Code section 226.7 were applicable to Plaintiff's and the Aggrieved Employees' employment
2 by Defendants.

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

6 61. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
7 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
8 the middle of each work period" and that the "rest period time shall be based on the total hours worked
9 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
10 the total daily work time is less than three and one-half (3½) hours.

11 62. Pursuant to the applicable IWC Wage Order and California Labor Code section
12 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
13 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
14 the rest period was not provided.

15 63. During the relevant time period, Defendants required Plaintiff and the Aggrieved
16 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
17 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
18 period, Defendants willfully required Plaintiff and the other Aggrieved Employees to work during
19 rest periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
20 could take compliant rest breaks. As a result, Plaintiff worked through mandated rest periods.

21 64. Defendants failed to pay Plaintiff and the Aggrieved Employees the full rest-period
22 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
23 timely, uninterrupted rest period of at least ten (10) minutes was not provided.

24 65. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
25 Code section 226.7.

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

27 66. At all relevant times herein set forth, California Labor Code section 204 provides that
28 all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any

1 calendar month, other than those wages due upon termination of an employee, are due and payable
2 between the 16th and the 26th day of the month during which the labor was performed.

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

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

10 69. During the relevant time period, Defendants intentionally and willfully failed to pay
11 Plaintiff and the other Aggrieved Employees all wages due to them, within any time period
12 permissible under California Labor Code section 204, including wages for overtime compensation,
13 meal period premiums, and rest period premiums.

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

15 70. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
16 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
17 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
18 at the time of discharge are due and payable immediately. California Labor Code section 202
19 mandates that if an employee quits, his or her wages shall become due and payable not later than
20 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
21 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
22 quitting.

23 71. California Labor Code section 203 provides that if an employer willfully fails to pay,
24 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
25 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
26 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
27 continue for more than thirty (30) days.

28 72. Defendants knowingly and willfully failed to issue Plaintiff and the other Aggrieved

1 Employees their final pay within the time limits prescribed by Labor Code sections 201 and 202, but
2 instead issued such pay with the regularly scheduled payroll period. Further, at the time that Plaintiff
3 and the other Aggrieved Employees' employment with Defendants ended, Defendants knowingly and
4 willfully failed to pay Plaintiff and the other Aggrieved Employees all wages owed to them pursuant
5 to California Labor Code sections 201 and 202, including, without limitation, overtime wages, meal
6 period premium wages, and rest period premium wages.

7 **Failure to Provide Compliant Wage Statements**

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

21 74. Defendants have intentionally and willfully failed to provide employees with complete
22 and accurate wage statements. Defendants failed to provide wage statements to Plaintiff and the other
23 Aggrieved Employees stating the total hours worked by the employee during the pay period for which
24 they were being paid. For example, Defendants provided wage statements to Plaintiff reflecting hours
25 worked and wages earned in pay periods that were different from the listed inclusive dates of the
26 period for which he was purportedly being paid. In addition, the wage statements were deficient as
27 they failed to state, *inter alia*, the total hours worked at the correct hourly rates of pay, all meal period
28 premiums, and all rest period premiums.

75. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

76. Specifically, Plaintiff and the Aggrieved Employees have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). Plaintiff and the other Aggrieved Employees been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff has had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff was paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time.

Failure to Keep Requisite Payroll Records

77. At all relevant times set forth herein, California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

78. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other Aggrieved Employees.

79. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

80. More specifically, Plaintiff and the other Aggrieved Employees have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete

1 payroll records pursuant to California Labor Code section 1174(d).

2 **PRAYER FOR RELIEF**

3 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

4 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
5 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
6 226(a), 226.7, 510, 512(a), 1174(d), and 1198; and

7 2. For such other and further relief as the Court may deem proper.

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9 Respectfully Submitted,

10 Dated: June 4, 2021

BLACKSTONE LAW, APC

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12 By:



13 Jonathan M. Genish

14 Attorneys for Plaintiff Alexander Gnaedig
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