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Attorneys for Plaintiff JAZZMINE REYNOLDS, as an individual and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF RIVERSIDE

JAZZMINE REYNOLDS, as an
individual and on behalf of all similarly
situated employees,

Plaintiff.

v.

G&M HIRE ENTERPRISES, LLC;
GREEN AMERICA INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CVRI2102750**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
6. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

1 Plaintiff JAZZMINE REYNOLDS ("Plaintiff" or "Ms. Reynolds") complains and alleges
2 as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein ("Aggrieved Employees") by
6 Defendants G&M HIRE ENTERPRISES, LLC; GREEN AMERICA INC. ("GREEN
7 AMERICA" or "Defendants"). The term "Relevant Time Period" or "Time Period" is defined as
8 one (1) year plus sixty-five days prior to the filing of the complaint. Plaintiff reserves the right
9 to amend this complaint to reflect a different "Time Period" as further discovery is conducted.

10 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
11 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
12 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
13 rest periods or premium compensation in lieu thereof; (4) failure to keep accurate payroll records
14 and provide accurate itemized wage statements; (5) failure to pay wages due upon termination of
15 employment; and (6) failure to indemnify for expenditures or losses in discharge of duties.

16 3. At all relevant times herein, Defendants have consistently maintained and
17 enforced the following unlawful policies and practices against Plaintiff:

- 18 (a) Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
20 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
21 lieu thereof;
22 (c) Willfully refusing to permit rest periods or providing compensation in lieu
23 thereof;
24 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
25 wages;
26 (e) Willfully refusing to pay all wages due upon separation of employment; and
27 (f) Willfully refusing to pay for expenditures or losses in the discharge of their duties.

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5. Venue is proper in the County of Riverside, because the Defendants maintain their location and transact business in this county, the obligations and liability arise in this county, and work performed by Plaintiff and Aggrieved Employees that form the subject of this action occurred in this county.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

/ / /

1 **Defendants**

2 9. Plaintiff is informed and believes, and based thereon alleges that, Green America
3 Inc. is a corporation providing medical dispensaries delivery and dispatch services throughout
4 California and is and/or was the employer of the Plaintiff and Aggrieved Employees during the
5 Relevant Time Period. Plaintiff is informed and believes, and based thereon alleges that G&M
6 Hire Enterprises, LLC, is a limited liability company that provides employment agency services
7 throughout California and is and/or was the employer of the Plaintiff and Aggrieved Employees
8 during the Relevant Time Period. During the Relevant Time Period, Defendants employed
9 Plaintiff and similarly situated persons and failed to pay Plaintiff and Aggrieved Employees for
10 all hours worked, failing to pay minimum and overtime wages, failing to provide meal periods
11 or pay a meal period penalty in lieu of, failed to provide rest periods or pay a rest period penalty
12 in lieu of; failed to reimburse employees for necessary business expenditures, failed to pay all
13 wages upon end of employment, and failed to provide accurate and itemized wage statements.
14 On information and belief, and based thereon alleges that Defendants are conducting business in
15 good standing in California.

16 10. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
17 a corporation and limited liability company doing business in the State of California, Riverside
18 County and/or were the employers of Plaintiff and similarly situated employees during the
19 Relevant Time Period.

20 11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
21 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
22 inclusive, but on information and belief alleges that said Defendants are legally responsible for
23 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
24 capacities of the DOE Defendant when ascertained.

25 12. Plaintiff is informed believes, and thereon alleges, that each Defendants acted in
26 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
27 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
28 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or

1 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
2 joint employers and conspire with one another to increase profits by engaging in the conduct
3 described in this complaint.

4 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
5 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
6 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
7 below was acting, at least in part, within the course and scope of that authority as such agent,
8 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
9 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
10 are legally attributable to the other Defendants.

11 **PAGA ADMINISTRATIVE PREREQUISITE**

12 13. This complaint, Plaintiff brings this case as a representative action seeking
13 penalties for the State of California in a representative capacity, as provided by the Private
14 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee was
15 employed by Defendants and did not receive all wages due, was not paid regular wage, was not
16 paid overtime, was not provided accurate wage statements, was not reimbursed for necessary
17 expenditures, and was not able to take lawful meal and rest breaks or receive premium
18 compensation in lieu thereof.

19 14. Prior to filing this complaint, on March 29, 2021, Plaintiff gave written notice by
20 certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to
21 Defendants of the specified provisions alleged to have been violated, including the facts and
22 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
23 correct copy of Plaintiff's original letter sent to the LWDA on March 29, 2021, is attached hereto
24 as Exhibit A.

25 15. More than 65 days have passed since Plaintiff submitted her March 29, 2021 notice
26 to the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA have
27 not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further
28 has received no notice of Defendants' intent to cure any of the alleged violations. Therefore,

1 Plaintiff has satisfied the administrative prerequisites for filing this action with regard to her
2 March 29, 2021, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendants wrongfully refused to pay Plaintiff and Aggrieved Employees regular
7 wages, overtime compensation, business expense reimbursements, and other statutory benefits
8 mandated by California.

9 17. Throughout the Relevant Time Period, Defendants employed Plaintiff and
10 Aggrieved Employees in non-exempt positions throughout its California locations. Accordingly,
11 these positions remain non-exempt from California's wage and hour laws yet Defendants failed
12 to pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-
13 exempt employees as required by law.

14 18. During the Relevant Time Period, Defendants failed to compensate Plaintiff and
15 Aggrieved Employees legally mandated minimum wages and overtime rate for all work
16 performed during their shifts in violation of the Labor Code and the Labor Code and Industrial
17 Welfare Commission ("IWC") Wage Orders. Specifically, Employers' practice required Ms.
18 Reynolds and Aggrieved Employees to clock out at the end of their shifts, and continue working
19 and/or to come back to shop after its closing hours to sticker products. Defendants also had a
20 policy and/or practice of rounding the hours worked by Plaintiff and Aggrieved Employees to the
21 nearest hour worked. As a result, Defendants failed to compensate Plaintiff and those similarly
22 situated for all time actually worked. In addition, Defendants were obligated to pay Ms. Reynolds
23 and Aggrieved Employees overtime compensation for all hours worked in excess of eight (8)
24 hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation
25 for hours worked in excess of twelve (12) in one (1) day. However, when Plaintiff and Aggrieved
26 Employees worked overtime, Defendants failed to record their overtime work in its time keeping
27 system and wage statements, and paid employees for overtime work by cash with regular rate of
28 payment. Further, Plaintiff and Aggrieved Employees regularly worked through meal and rest

1 breaks, and were not paid the legally mandated regular or overtime wages for the hours they
2 worked. As a result, Defendants failed to pay Ms. Reynolds and Aggrieved Employees proper
3 overtime and/or double-time rates for hours worked off-the-clock as well as in excess of eight (8)
4 hours in one day or forty (40) hours in one week as required by law.

5 19. During the Relevant Time Period, Defendants, and each of them failed and/or
6 refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner so as to
7 reasonably provide meal and/or rest breaks and/or shift relief for Plaintiff and Aggrieved
8 Employees, thereby causing members of the Aggrieved Employees to work without being given
9 paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked and
10 without being given a thirty (30) minute meal period for shifts of at least five (5) hours and second
11 thirty (30) minute meal periods for shifts of at least ten (10) hours during which Aggrieved
12 Employees were relieved of all duties and free to leave the premises. Defendants further failed
13 and/or refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner and/or
14 provide shift relief for Plaintiff and Aggrieved Employees so as to reasonably ensure meal and/or
15 rest breaks were taken within the required statutory time frame as required by law. Furthermore,
16 Defendants failed and/or refused to pay any Aggrieved Employee one (1) hour's pay at the
17 employees' regular rate of pay as premium compensation for failure to provide rest and/or meal
18 periods or to providing such rest and/or meal periods within the statutory time frame as a result
19 of their scheduling policy.

20 20. As a result of Defendants' aforementioned failure to pay all wages to Plaintiff and
21 Aggrieved Employees, among other things, Defendants failed to maintain accurate payroll
22 records showing the accurate number of hours worked, accurate rate of pay for each hour worked,
23 premium wages earned, and accurate gross and net wages paid in violation of Labor Code sections
24 226, 1174, and 1174.5.

25 22. Plaintiff and Aggrieved Employees who ended their employment during the Relevant
26 Time Period, were not paid the above due compensation or premium compensation timely upon
27 the termination of their employment as required by Labor Code.

28 23. Defendant further failed to reimburse Plaintiff and Aggrieved Employees for any

1 necessary business expenses. Defendants had a policy and/or practice of failing to reimburse
2 Plaintiff and Aggrieved Employees for incurring necessary business expenditures as required by
3 Labor Code sections 2802. Specifically, Defendants required Plaintiff and Aggrieved Employees
4 to use their personal vehicles to make deliveries and store runs for supplies. However, Defendants
5 failed to reimburse Plaintiff and Aggrieved Employees for the cost of gas and mileage for the use
6 of their personal vehicles in violation of the Labor Code and the IWC Wage Orders.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
9 **OVERTIME**

10 **(Labor Code Sections 226.7 and 512)**

11 **(Plaintiff Against All Defendants)**

12 24. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
13 complaint as if fully set forth herein.

14 25. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
15 and forty (40) hours per week. Defendants failed to pay Plaintiff and Aggrieved Employees
16 minimum wage for all hours worked and overtime premium for hours worked in excess of over
17 eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendants.
18 Defendants failed to pay Plaintiff and Aggrieved Employees overtime premium for hours worked
19 in excess of eight (8) hours per day and forty (40) hours per week for work performed for
20 Defendants. Defendants failed to schedule Plaintiff and Aggrieved Employees in such a manner
21 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
22 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
23 forty (40) hours per week. As such, Plaintiff and Aggrieved Employees seek overtime in an
24 amount according to proof, which they earned and accrued one (1) year prior to filing this
25 complaint, according to proof, as part of the civil penalty pursuant to Labor Code section 558,
26 subdivision (a).

27 26. Defendants willfully violated the Labor Code by failing to pay Plaintiff and
28 Aggrieved Employees all wages, including both minimum wage and overtime. Specifically,

1 Employers' practice required Ms. Reynolds and Aggrieved Employees to clock out at the end of
2 their shifts, and continue working and/or to come back to shop after its closing hours to sticker
3 products. Defendants also had a policy and/or practice of rounding the hours worked by Plaintiff
4 and Aggrieved Employees to the nearest hour worked. As a result, Defendants failed to
5 compensate Plaintiff and those similarly situated for all time actually worked. In addition,
6 Defendants were obligated to pay Ms. Reynolds and Aggrieved Employees overtime
7 compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty
8 (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve
9 (12) in one (1) day. However, when Plaintiff and Aggrieved Employees worked overtime,
10 Defendants failed to record their overtime work in its time keeping system and wage statements,
11 and paid employees for overtime work by cash with regular rate of payment. Further, Plaintiff
12 and Aggrieved Employees regularly worked through meal and rest breaks, and were not paid the
13 legally mandated regular or overtime wages for the hours they worked. As a result, Defendants
14 failed to pay Ms. Reynolds and Aggrieved Employees proper overtime and/or double-time rates
15 for hours worked off-the-clock as well as in excess of eight (8) hours in one day or forty (40)
16 hours in one week as required by law.

17 27. Since the LWDA has not indicated that it will be investigating more than 65 days
18 since Plaintiff provided notice, and because Defendants took no corrective action to remedy the
19 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
20 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
21 the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
22 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
23 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

24 28. Plaintiff is informed and believes that Defendants have violated, and continue to
25 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
26 minimum wages and overtime.

27 29. Plaintiff, as a personal representative of the general public, will and does seek to
28 recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
2 otherwise only available to public agency enforcement actions. Funds recovered will be
3 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
4 reimbursed to the LWDA.

5 30. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
6 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
7 interest.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
10 **PREMIUM COMPENSATION IN LIEU THEREOF**

11 **(Labor Code Sections 226.7 and 512)**

12 **(Plaintiff against All Defendants)**

13 31. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
14 fully set forth herein.

15 32. Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001, Sect. 11
16 provides that no employer shall employ any person for a work period of more than five (5) hours
17 without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes
18 or employ any person for a work period of more than ten (10) hours without a second meal period
19 of not less than thirty (30) minutes.

20 33. Labor Code section 226.7 provides that if an employer fails to provide an
21 employee a meal period in accordance with this section, the employer shall pay the employee one
22 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
23 period is not provided in accordance with this section. Plaintiff alleges Defendants failed to
24 provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or
25 not relieving employees from all work duties during meal periods thereby preventing employees
26 from taking legally compliant meal periods.

27 34. Industrial Welfare Commission (IWC) Wage Order No. 5-2001 (Wage Order 5)
28 section 11(A) states, "Unless the employee is relieved of all duty during a 30-minute meal period,

1 the meal period shall be considered an “on duty” meal period and counted as time worked. An
2 “on duty” meal period shall be permitted only when the nature of the work prevents an employee
3 from being relieved of all duty and when by written agreement between the parties an on-the-job
4 paid meal period is agreed to. The written agreement shall state that the employee may, in writing,
5 revoke the agreement at any time.”

6 35. The burden to prove that a meal or rest period violation has occurred normally
7 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
8 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
9 presumption of meal and rest period violations is created, shifting the burden to the employer to
10 prove that meal and rest period violations did not occur.

11 36. During the Relevant Time Period, Defendants, and each of them failed and/or
12 refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner so as to
13 reasonably provide meal breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby
14 causing members of the Aggrieved Employees to work without being given a thirty (30) minute
15 meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods for
16 shifts of at least ten (10) hours during which Aggrieved Employees were relieved of all duties and
17 free to leave the premises. Defendants further failed and/or refused to schedule Plaintiff and
18 Aggrieved Employees in an overlapping manner and/or provide shift relief for Plaintiff and
19 Aggrieved Employees so as to reasonably ensure meal breaks were taken within the required
20 statutory time frame as required by law. Furthermore, Defendants failed and/or refused to pay
21 any Aggrieved Employee one (1) hour's pay at the employees' regular rate of pay as premium
22 compensation for failure to provide meal periods or to providing such meal periods within the
23 statutory time frame as a result of their scheduling policy.

24 37. Defendants failed to keep accurate records of the meal periods taken by Plaintiff
25 and Aggrieved Employees.

26 38. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
27 than five (5) hours in a workday.

28 39. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have

1 worked more than ten (10) hours in a workday.

2 40. At all times relevant hereto, Defendants failed to offer or to schedule non-exempt
3 positions in a manner so as to reasonably provide meal and/or work free meal period as required
4 by Labor Code sections 226.7 and 512.

5 41. Defendants' failure to schedule Plaintiff and Aggrieved Employees in such a way
6 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
7 and/or to provide on-duty meal periods in accordance with the applicable IWC Wage Order, has
8 caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
9 ascertained according to proof at trial.

10 42. Further, Defendants' failure to maintain accurate records of the meal periods taken
11 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
12 and shifts the burden to Defendants to prove they did not occur.

13 43. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
14 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
15 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
16 as the assessment of any civil penalties against Defendants, and each of them, in a sum as provided
17 by the Labor Code and/or other statutes.

18 44. Since the LWDA has not indicated that it will be investigating and 65 days have
19 passed since Plaintiff mailed his letter, and because Defendant took no corrective action to remedy
20 the allegations set forth above, Plaintiff, as a representative of the people of the State of California,
21 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
22 the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
23 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
24 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

25 45. Plaintiff is informed and believes that Defendants have violated and continue to
26 violate provisions of the Labor Code and applicable Wage orders related to the payment of
27 minimum wages, including overtime.

28 46. Plaintiff, as a personal representative of the general public, will and does seek to

1 recover any and all penalties for each and every violation shown to exist or to have occurred
2 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
3 otherwise only available to public agency enforcement actions. Funds recovered will be
4 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
5 reimbursed to the LWDA.

6 47. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
7 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

8 **THIRD CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
10 **PREMIUM COMPENSATION IN LIEU THEREOF**

11 **(Labor Code Sections 226.7 and 512)**

12 **(Plaintiff against All Defendants)**

13 48. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
14 preceding paragraphs of this complaint as if fully set forth herein.

15 49. Labor Code section 226.7 provides that employers authorize and permit all
16 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

17 50. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
18 provide an employee rest periods in accordance with this section, the employer shall pay the
19 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
20 that the rest period is not provided.

21 51. During the Relevant Time Period, Defendants, and each of them failed and/or
22 refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner so as to
23 reasonably provide rest breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby
24 causing members of the Aggrieved Employees to work without being given paid ten (10) minute
25 rest periods for every four (4) hours or major fraction thereof worked. Defendants further failed
26 and/or refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner and/or
27 provide shift relief for Plaintiff and Aggrieved Employees so as to reasonably ensure rest breaks
28 were taken within the required statutory time frame as required by law. Furthermore, Defendants

1 failed and/or refused to pay any Aggrieved Employee one (1) hour's pay at the employees' regular
2 rate of pay as premium compensation for failure to provide rest periods or to providing such rest
3 and/or meal periods within the statutory time frame as a result of their scheduling policy.

4 52. Furthermore, Defendants failed to provide Plaintiff and Aggrieved Employees
5 with duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest
6 periods all together in violation of Labor Code section 226.7 and 512.

7 53. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
8 Aggrieved Employees.

9 54. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
10 more than four (4) hours in a workday.

11 55. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
12 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
13 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
14 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
15 ascertained according to proof at trial.

16 56. Plaintiff, by virtue of Plaintiff's employment with Defendants, Defendants' failure
17 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendants' policy of
18 requiring employees to work through their rest periods without receiving compensation in lieu
19 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
20 satisfied all prerequisites to serve as a representative of the general public to enforce California's
21 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

22 57. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
23 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
24 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
25 as the assessment of any civil penalties against Defendants, and each of them, in a sum as provided
26 by the Labor Code and/or other statutes. Plaintiff, as a representative of the people of the State of
27 California, will seek any and all penalties otherwise capable of being collected by the Labor
28 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in

1 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
2 alleged violation of the following provisions: 226.7 and 512.

3 58. Plaintiff, as a personal representative of the general public, will and does seek to
4 recover any and all penalties for each and every violation shown to exist or to have occurred
5 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
6 otherwise only available to public agency enforcement actions. Funds recovered will be
7 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
8 reimbursed to the LWDA.

9 59. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
10 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

11 **FOURTH CAUSE OF ACTION**

12 **VIOLATION OF PAGA FOR FAILURE TO KEEP ACCURATE PAYROLL RECORDS**
13 **AND TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(Labor Code Sections 1174 and 226, subdivision (A), (E))**

15 **(Plaintiff against All Defendants)**

16 60. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
17 preceding paragraphs of this complaint as if fully set forth herein.

18 61. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
19 location in California or at the plant or establishment at which the employees are employed,
20 payroll records showing the hours worked daily, and the wages paid to each employee. Plaintiff
21 is informed and believes, based thereon alleges, that Defendants willfully failed to make or keep
22 accurate records for Plaintiff and similarly-aggrieved employees.

23 62. Labor Code section 226, subdivision (a), states in pertinent part that, "every
24 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
25 employees, either as a detachable part of the check, draft, or voucher paying the employee's
26 wages, or separately when wages are paid by personal check or cash, an accurate itemized
27 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
28 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the

1 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
2 only the last four digits of his or her social security number or an employee identification number
3 other than a social security number; (8) the name and address of the legal entity that is the
4 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
5 number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

6 63. Defendants knowingly and intentionally failed to provide timely and accurate
7 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
8 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
9 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
10 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
11 Employees.

12 64. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
13 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
14 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
15 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

16 65. Plaintiff, as a personal representative of the general public, will and does seek to
17 recover any and all penalties for each and every violation shown to exist or to have occurred
18 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
19 otherwise only available to public agency enforcement actions. Funds recovered will be
20 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
21 reimbursed to the LWDA.

22 66. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
23 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

3 **TERMINATION OF EMPLOYMENT**

4 **(Labor Code Sections 201 and 203)**

5 **(Plaintiff against All Defendants)**

6 67. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
7 preceding paragraphs of this complaint as if fully set forth herein.

8 68. Plaintiff is informed and believes that certain members of the Aggrieved
9 Employees who ended their employment with Defendants during the Relevant Time Period, were
10 entitled to be promptly paid both minimum wage and lawful overtime compensation and other
11 premiums, as required by Labor Code sections 201 and 203.

12 69. Defendants refused and/or failed to promptly compensate Aggrieved Employees
13 wages owed as a result of Defendants' failure to provide meal and/or rest periods as well as pay
14 both minimum and overtime compensation owed for work performed for Defendant.

15 70. Plaintiff, by virtue of his employment with Defendants, is an aggrieved employee
16 with standing to bring an action under the PAGA and has suffered injury as to one or more
17 violations committed by Defendants. Plaintiff has satisfied all prerequisites to serve as a
18 representative of the general public to enforce California's labor laws, and the penalty provisions
19 identified in Labor Code section 2699.5.

20 71. Plaintiff, as a representative of the people of the State of California, will seek any
21 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
22 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
23 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
24 201-203, 226, 226.7, 510, 512, 1174, and 1194.

25 72. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28 otherwise only available to public agency enforcement actions. Funds recovered will be

1 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
2 reimbursed to the LWDA.

3 73. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
4 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

5 **SIXTH CAUSE OF ACTION**

6 **VIOLATION OF PAGA FOR FAILURE TO INDEMNIFY FOR EXPENDITURES OR**
7 **LOSSES IN DISCHARGE OF DUTIES**

8 **(Labor Code Section 2802)**

9 **(Plaintiff against All Defendants)**

10 74. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
11 preceding paragraphs of this complaint as if fully set forth herein.

12 75. Labor Code section 2802 states, "An employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct consequence
14 of the discharge of his or her duties..."

15 76. Plaintiff and the Aggrieved Employees were not reimbursed by Defendant for
16 necessary expenditures as a direct consequence of the discharge of their duties.

17 77. Defendants knowingly, willingly and intentionally attempted to offset the cost of
18 doing business on the Plaintiff and Aggrieved Employees.

19 78. Defendants had a practice and policy of requiring Plaintiff and Aggrieved
20 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
21 Plaintiff and Aggrieved Employees for necessary business expenditures, specifically the cost of
22 gas and mileage for the use of personal vehicles.

23 79. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
24 "necessary expenditures or losses" which shall include all reasonable costs, including, but not
25 limited to, attorney's fees and interest.

26 80. Plaintiff by virtue of his employment with Defendants and the Defendants' policy
27 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendants' cost of
28 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary

1 expenditures, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
2 has satisfied all prerequisites to serve as a representative of the general public to enforce
3 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

4 81. Plaintiff, as a representative of the people of the State of California, will seek any
5 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
6 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
7 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
8 201-203, 226, 226.7, 510, 512, 1174, and 1194.

9 82. Plaintiff, as a personal representative of the general public, will and does seek to
10 recover any and all penalties for each and every violation shown to exist or to have occurred
11 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
12 otherwise only available to public agency enforcement actions. Funds recovered will be
13 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
14 reimbursed to the LWDA.

15 83. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
16 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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PRAYER FOR RELIEF

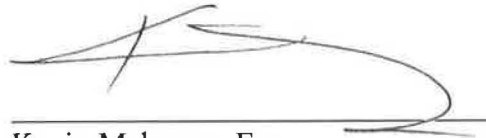
WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: June 3, 2021

MAHONEY LAW GROUP, APC

By:



Kevin Mahoney, Esq.
Attorneys for Plaintiff JAZZMINE REYNOLDS