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as an aggrieved employee, and on behalf of all other
aggrieved employees

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

ELIZABETH CAMPA, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

OAKMONT SENIOR LIVING LLC, a
California limited liability company;
OAKMONT MANAGEMENT GROUP LLC,
a California limited liability company; OMG
II INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 21STCV40406

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

COMES NOW plaintiff ELIZABETH CAMPA ("Plaintiff"), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, and alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against OAKMONT SENIOR LIVING, LLC., and any of its respective subsidiaries or affiliated companies within the State of California ("OAKMONT LIVING"), OAKMONT MANAGEMENT GROUP LLC and any of its respective subsidiaries or affiliated companies within the State of California ("OAKMONT MANAGEMENT"), and OMG II INC., and any of its respective subsidiaries or affiliated companies within the State of California ("OMG" and collectively with OAKMONT LIVING, OAKMONT MANAGEMENT and DOES 1 through 100, as further defined below, "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees").

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, assisting and caring for patients. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately March of 2017 through as recently as September of 2020.

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1 **B. Defendants**

2 3. Plaintiff is informed and believes, and based thereon alleges, that defendant
3 OAKMONT SENIOR LIVING is, and at all times relevant hereto was, a limited liability company
4 organized and existing under and by virtue of the laws of the State of California and doing business
5 in the County of Los Angeles, State of California.

6 4. Plaintiff is informed and believes, and based thereon alleges, that defendant
7 OAKMONT MANAGEMENT is, and at all times relevant hereto was, a limited liability company
8 organized and existing under and by virtue of the laws of the State of California and doing business
9 in the County of Los Angeles, State of California.

10 5. Plaintiff is informed and believes, and based thereon alleges, that defendant OMG
11 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
12 the laws of the State of California and doing business in the County of Los Angeles, State of
13 California.

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

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1 **JOINT LIABILITY ALLEGATIONS**

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

7 8. All of the acts and conduct described herein of each and every corporate defendant
8 was duly authorized, ordered, and directed by the respective and collective defendant corporate
9 employers, and the officers and management-level employees of said corporate employers. In
10 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
11 their said employees, agents, and representatives, and each of them; and upon completion of the
12 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
13 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
14 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
15 aforementioned corporate employees, agents and representatives.

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

18 **JURISDICTION AND VENUE**

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

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

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1 and Aggrieved Employees in Los Angeles County, and because Defendants employ numerous
2 Aggrieved Employees in Los Angeles County.

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

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

14 14. During the period beginning one (1) year preceding the provision of notice to the
15 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
16 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
18 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

23 16. On or around March 12, 2021, Plaintiff provided written notice pursuant to Labor
24 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
25 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
26 as well as by certified mail, with return receipt requested to Defendants, and each of them.

27 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)

1 calendar days of the March 12, 2021 postmarked date of the herein-described notice sent by Plaintiff
2 to the LWDA and Defendants.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
6 California in violation of California state wage and hour laws as a result of, without limitation,
7 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
8 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
9 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
10 worked; engaging, suffering, or permitting employees to work off the clock, including, without
11 limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to
12 complete pre-shift tasks before clocking in and post-shift tasks after clocking out and wait in line
13 for minutes to clock in and out, to clock out for meal periods and continue working, to don and doff
14 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
15 phone calls or drive off the clock, and go through security screenings and temperature checks off
16 the clock; editing and/or manipulation of time entries to show less hours than actually worked;
17 detrimental rounding of employee time entries; and for paying straight pay instead of overtime pay
18 or otherwise pay the incorrect rate of pay; and failing to include all forms of remuneration, including
19 non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into
20 the regular rate of pay for the pay periods where overtime was worked and the additional
21 compensation was earned for the purpose of calculating the overtime rate of pay, to the detriment
22 of Plaintiff and other Aggrieved Employees.

23 19. At all relevant times mentioned herein, Defendants had and have a practice or policy
24 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
25 worked or otherwise under Defendants' control as a result of, without limitation, failing to
26 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
27 employees to work off the clock, including, without limitation, by requiring employees: to remain
28 on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-

1 shift tasks after clocking out and wait in line for minutes to clock in and out, to clock out for meal
2 periods and continue working, to don and doff uniforms and/or safety equipment off the clock, to
3 attend company meetings off the clock, to make phone calls or drive off the clock, and go through
4 security screenings and temperature checks off the clock; editing and/or manipulation of time entries
5 to show less hours than actually worked; detrimental rounding of employee time entries; failing to
6 pay reporting time pay; paid time off and vacation time owed; and failing to pay split shift premiums,
7 to the detriment of Plaintiff and other Aggrieved Employees.

8 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,
10 timely, and complete meal period for days on which the employee worked in excess of five (5) and
11 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
12 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
13 not providing timely meal periods; failing to provide first and second meal periods; providing short
14 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
15 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
16 periods, as required by California wage and hour laws.

17 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
19 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
20 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
21 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
22 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
23 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
24 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

25 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
27 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
28 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked at each
2 hourly rate by the employee; the legal name of the employer; and other such information as required
3 by Labor Code section 226, subdivision (a).

4 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
6 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
7 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
8 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
9 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
10 Aggrieved Employees.

11 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
13 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
14 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
15 Code sections 201, 202, and 203.

16 25. At all relevant times herein, Defendants had and have a policy or practice of failing
17 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
18 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
19 and applicable Wage Orders.

20 26. At all relevant times mentioned herein, Defendants have had a policy or practice of
21 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
22 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
23 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
24 separately laundering mandatory uniforms, for the purchase of tools and safety equipment (including
25 without limitation cutting, writing, and measuring implements), for the purchase and maintenance
26 of cellular phones and cellular phone plans, office equipment to work from home, in direct
27 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
28 as required by Labor Code 2802.

1 27. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
3 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
4 Employees with the rates of pay and overtime rates of pay applicable to their employment;
5 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
6 name, address, and telephone number of the workers' compensation insurance carrier; information
7 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
8 under Labor Code section 2810.5.

9 28. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
10 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
11 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
12 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
13 all other Aggrieved Employees.

14 29. At all relevant times mentioned herein, Defendants have had a policy or practice of
15 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
16 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
17 any calendar month shall be paid for between the 16th and 26th day of the month during which the
18 labor was performed, and labor performed between the 16th and the last day, inclusive of any
19 calendar month, shall be paid for between the 1st and 10th day of the following month."

20 30. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
22 and experience they obtained at Defendants for purposes of competing with Defendants, including,
23 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
24 a prospective employer, and from disclosing who else works at Defendants and under what
25 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
26 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
27 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
28 Code sections 232, 232.5, and 1197.5, subdivision (k).

31. Defendants had and have a policy or practice of preventing Plaintiff and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Defendants to their managers or outside to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5.

32. Defendants had and have a policy or practice of preventing Plaintiff and/or other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

33. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

FIRST CAUSE OF ACTION

(Violation of PAGA – Against All Defendants)

34. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

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

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

8 37. At all relevant times herein, Plaintiff is informed and believes, and based thereon
9 alleges, that Defendants had and have a consistent policy or practice of failing to pay Plaintiff and
10 during their employment on a timely basis as per Labor Code section 204.

11 38. As a direct and proximate result of the herein-described Labor Code violations, and
12 pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover
13 civil penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred
14 dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two
15 hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection
16 with each payment that was made in violation of Labor Code section 204.

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

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

24 41. At all relevant times herein, Plaintiff is informed and believes, and based thereon
25 alleges, that Defendants, and each of them, had and have a policy or practice of failing to comply
26 with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and
27 Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned;
28 total hours worked; net wages earned; the name and address of each employer with whom they have

1 been placed to work; all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate; the legal name of the employer and/or the name and
3 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
4 and other such information as required by Labor Code section 226, subdivision (a).

5 42. As a direct and proximate result of the herein-described Labor Code violations, and
6 pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the
8 amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the
9 initial violation, and one thousand dollars (\$1000) for each Aggrieved Employee per pay period for
10 each subsequent violation.

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

- 15 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
16 pay period for which the employee was underpaid in addition to an amount sufficient
17 to recover underpaid wages;
- 18 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
19 employee for each pay period for which the employee was underpaid in addition to
20 an amount sufficient to recover underpaid wages;
- 21 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

22 44. At all relevant times herein, Plaintiff is informed and believes, and based thereon
23 alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code
24 sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be
25 paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu
26 thereof; be paid timely wages during their employment and after their employment separation;
27 receive accurate, itemized wage statements; be indemnified for work expenses incurred.

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

6 46. Labor Code section 1174, subdivision (b) states that every person employing labor
7 in California is required to "[a]llow any member of the commission or the employees of the Division
8 of Labor Standards Enforcement free access to the place of business or employment of the person
9 to secure any information or make any investigation that they are authorized by this chapter to
10 ascertain or make. The commission may inspect or make excerpts, relating to the employment of
11 employees, from the books, reports, contracts, payrolls, documents, or papers of the person."

12 47. Labor Code section 1174, subdivision (c) has required every person employing labor
13 in California to "[k]eep a record showing the names and addresses of all employees employed and
14 the ages of all minors."

15 48. Labor Code section 1174, subdivision (d) has required every person employing labor
16 in California to "[k]eep, at a central location in the state or at the plants or establishments at which
17 employees are employed, payroll records showing the hours worked daily by and the wages paid to,
18 and the number of piece-rate units earned by and applicable piece rate paid to, employees employed
19 at the respective plants or establishments. These records shall be kept in accordance with rules
20 established for this purpose by the commission, but in any case, shall be kept on file for not less
21 than three years. An employer shall not prohibit an employee from maintaining a personal record
22 of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

23 49. Labor Code section 1174.5 states that, "[a]ny person employing labor who willfully
24 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
25 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
26 member of the commission or employees of the division to inspect records pursuant to subdivision
27 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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1 50. At all relevant times herein, Plaintiff is informed and believes, and based thereon
2 alleges, that Defendants, and each of them, have willfully failed to maintain the records required by
3 Labor Code subdivision (c), failed to maintain accurate and complete records required by Labor
4 Code subdivision (d), and/or failed to allow inspection of records as required by Labor Code
5 subdivision (b).

6 51. As a direct and proximate result of the herein-described Labor Code violations, and
7 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
8 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
9 hundred dollars (\$500) per violation per Aggrieved Employee.

10 52. Labor Code section 1197.1, subdivision (a) provides: "Any employer or other person
11 acting either individually or as an officer, agent, or employee of another person, who pays or causes
12 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
13 or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
14 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
15 follows:

16 (1) For any initial violation that is intentionally committed, one hundred dollars
17 (\$100) for each underpaid employee for each pay period for which the
18 employee is underpaid. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty
22 dollars (\$250) for each underpaid employee for each pay period for which the
23 employee is underpaid regardless of whether the initial violation is
24 intentionally committed. This amount shall be in addition to an amount
25 sufficient to recover underpaid wages, liquidated damages pursuant to Section
26 1194.2, and any applicable penalties imposed pursuant to Section 203.

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1 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
2 Section 203, recovered pursuant to this section shall be paid to the affected
3 employee.”

4 53. At all relevant times herein, Plaintiff is informed and believes, and based thereon
5 alleges, that Defendants, and each of them, caused Plaintiff and Aggrieved Employees not to be paid
6 minimum wages as a result of Defendants, without limitation, for the reasons set forth herein,
7 including, without limitation, for routinely failing to pay Plaintiff or other Aggrieved Employees’
8 wages for all hours worked or otherwise under Defendants’ control due to, without limitation, failing
9 to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
10 employees to work off the clock, including, without limitation, by requiring employees: to come
11 early to work and leave late work without being able to clock in for all that time, to suffer under
12 Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in
13 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
14 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
15 company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding
16 of employee time entries; editing and/or manipulation of time entries to show less hours than
17 actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved
18 employees were required to report to work, and did report, but were not put to work and/or were
19 furnished less than half their usual or scheduled day’s work without being paid for half the usual or
20 scheduled work at their regular rate of pay.

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

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Penalties for Violation of California Labor Code Section 2698, et seq.

55. Labor Code section 2699, subdivision (a), provides that, notwithstanding any other provision of law, any provision of the Labor Code that 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 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

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

57. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay overtime wages and minimum wages; provide meal and rest periods or compensation in lieu thereof; provide accurate, itemized wage statements; keep and produce complete and accurate payroll and personnel records; pay timely wages during employment and after the cessation of the employment relationship; provide employees the opportunity to inspect employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their work duties as required under Labor Code section 2802; provide notice as required under Labor Code section 2810.5; provide the proper accrual and use of paid sick leave; paying employees all owed paid time off and vacation time owed by separation at the proper rate of pay; placing restraints on competition, whistleblowing and freedom of speech; and failing to comply with Covid-19 safety protocols set forth in Labor Code sections 6401, 6402, 6403 and 6409.6, entitling Plaintiff and other Aggrieved Employees to civil penalties for each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

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58. As a direct and proximate result of the herein-described Labor Code violations, and pursuant to Labor Code section 2699, subdivision (g), among other authorities, Plaintiff and similarly Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of the herein and therein described Labor Code violations during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation.

59. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

REQUEST FOR JURY TRIAL

60. Plaintiff hereby requests a trial by jury.

PRAAYER

WHEREFORE, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and
- E. Such other and further relief as the Court deems just and proper.

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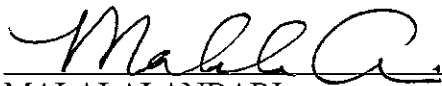
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1 Dated: November 2, 2021

BIBIYAN LAW GROUP, P.C.

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3 BY: 

4 MALALAI ANBARI

5 DAVID D. BIBIYAN

6 Attorneys for Plaintiff ELIZABETH CAMPA,
7 as an aggrieved employee, and on behalf of all
8 other aggrieved employees under the Labor
9 Code Private Attorneys' General Act of 2004,
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