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Clerk of the Superior Court
By Vanessa Bahena, Deputy Clerk

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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 SAN DIEGO

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

Plaintiff,

v.

ACELL, INC., a Delaware corporation;
INTEGRA LIFESCIENCES
CORPORATION, a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 37-2022-00005437-CU-OE-CTL

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 MEHRNAZ TAAT (“Plaintiff”), as aggrieved employees, 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 ACELL, INC., a Delaware corporation and any of its respective subsidiaries or affiliated companies within the State of California (“ACELL”), INTEGRA LIFESCIENCES CORPORATION, a Delaware corporation and any of its respective subsidiaries or affiliated companies within the State of California (“INTEGRA” and with 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, sales. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately July of 2018 through approximately January 19, 2021.

B. Defendants

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

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

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

JOINT LIABILITY ALLEGATIONS

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

7. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the

1 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
2 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
3 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
4 aforementioned corporate employees, agents and representatives.

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

7 **JURISDICTION AND VENUE**

8 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
9 of Civil Procedure section 410.10.

10 10. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
11 sections 392, *et seq.* because, among other things, San Diego County is where the causes of action
12 complained of herein arose; the county in which the employment relationship began; the county in
13 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
14 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
15 and Defendants was actually performed; and the county in which Defendants, or some of them,
16 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
17 Employees in San Diego County, and because Defendants employ numerous Aggrieved Employees
18 in San Diego County.

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

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28 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative

1 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
3 PAGA allegations described herein is not required.

4 13. During the period beginning one (1) year preceding the provision of notice to the
5 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
6 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
7 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
8 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

13 15. On or around June 4, 2021, Plaintiff provided written notice pursuant to Labor Code
14 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
15 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
16 by certified mail, with return receipt requested to Defendants, and each of them.

17 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
18 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
19 calendar days of the June 4, 2021 postmarked date of the herein-described notice sent by Plaintiff
20 to the LWDA and Defendants.

21 **PAGA REPRESENTATIVE ALLEGATIONS**

22 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
24 California in violation of California state wage and hour laws as a result of, without limitation,
25 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
26 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
27 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
28 worked; engaging, suffering, or permitting employees to work off the clock, including, without

1 limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to
2 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
3 meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock,
4 to attend company meetings off the clock, to make phone calls or drive off the clock; editing and/or
5 manipulation of time entries to show less hours than actually worked; and for paying straight pay
6 instead of overtime pay or otherwise pay the incorrect rate of pay; and failing to include all forms
7 of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other
8 forms of remuneration into the regular rate of pay for the pay periods where overtime was worked
9 and the additional compensation was earned for the purpose of calculating the overtime rate of pay,
10 to the detriment of Plaintiff and other Aggrieved Employees.

11 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
12 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
13 worked or otherwise under Defendants' control as a result of, without limitation, failing to
14 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
15 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
16 tasks after clocking out (including answering calls), to clock out for meal periods and continue
17 working, to don and doff uniforms and/or safety equipment off the clock, to attend company
18 meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee
19 time entries, editing and/or manipulation of time entries to show less hours than actually worked;
20 failing to pay reporting time pay; paid time off and vacation time owed; and failing to pay split shift
21 premiums, to the detriment of Plaintiff and other Aggrieved Employees.

22 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,
24 timely, and complete meal period for days on which the employee worked in excess of five (5) and
25 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
26 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
27 not providing timely meal periods; failing to provide first and second meal periods; providing short
28 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal

1 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
2 periods, as required by California wage and hour laws

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

11 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
14 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate by the employee; the legal name of the employer; and other such information as required
17 by Labor Code section 226, subdivision (a).

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

25 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
27 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
28

1 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
2 Code sections 201, 202, and 203.

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

7 25. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
9 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
10 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
11 separately laundering mandatory uniforms, for the purchase of tools and safety equipment (including
12 without limitation drill bits), for the purchase and maintenance of cellular phones and cellular phone
13 plans, office equipment to work from home, in direct consequence of the discharge of their duties,
14 or of their obedience to the directions of Defendants, as required by Labor Code 2802.

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

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

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

7 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
9 and experience they obtained at Defendants for purposes of competing with Defendants, including,
10 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
11 a prospective employer, and from disclosing who else works at Defendants and under what
12 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
13 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
14 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
15 Code sections 232, 232.5, and 1197.5, subdivision (k).

16 30. Defendants had and have a policy or practice of preventing Plaintiff and/or other
17 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
18 to their managers or outside to private attorneys or government officials, among others, in violation
19 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
20 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
21 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
22 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
23 of Labor Code section 232 and 232.5.

24 31. Defendants had and have a policy or practice of preventing Plaintiff and/or other
25 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
26 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
27 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
28 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of

1 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
2 economic liberty.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

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

23 36. At all relevant times herein, Defendants have had a consistent policy or practice of
24 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
25 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
26 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
27 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
28 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee

1 for each subsequent violation in connection with each payment that was made in violation of Labor
2 Code section 204.

3 **SECOND CAUSE OF ACTION**

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

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

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

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

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

21 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish non-exempt employees, including, without
23 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
24 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
25 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
26 name of the employer; and other such information as required by Labor Code section 226,
27 subdivision (a).

28 / / /

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

THIRD CAUSE OF ACTION

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

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

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

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

45. Plaintiff is informed and believes, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; receive accurate, itemized wage statements; be provided with the opportunity to inspect employment records; be provided with notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of paid sick leave; engage in lawful conduct during non-working hours, including without limitation,

1 the constitutional rights of freedom of speech and economic liberty; disclose wages and working
2 conditions; and/or be paid out all paid time off and/or vacation wages owed at the proper rate of
3 pay.

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

9 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

1 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
2 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.”

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

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

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

17 **FIFTH CAUSE OF ACTION**

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

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

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

27 / / /

28 / / /

- 1 (1) For any initial violation that is intentionally committed, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the
3 employee is underpaid. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section
5 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 6 (2) For each subsequent violation for the same specific offense, two hundred fifty
7 dollars (\$250) for each underpaid employee for each pay period for which the
8 employee is underpaid regardless of whether the initial violation is
9 intentionally committed. This amount shall be in addition to an amount
10 sufficient to recover underpaid wages, liquidated damages pursuant to Section
11 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 12 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
13 Section 203, recovered pursuant to this section shall be paid to the affected
14 employee.”

15 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
16 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
17 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ wages for all hours
18 worked or otherwise under Defendants’ control due to, without limitation, failing to accurately track
19 and/or pay for all minutes actually worked; by requiring employees: to remain on-call; to suffer
20 under Defendants’ control to complete pre-shift tasks before clocking in and post-shift tasks after
21 clocking out (including answering calls), to clock out for meal periods and continue working, to don
22 and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock,
23 to make phone calls or drive off the clock; detrimental rounding of employee time entries, editing
24 and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting
25 time pay; paid time off and vacation time owed; and failing to pay split shift premiums.

26 57. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 **SIXTH CAUSE OF ACTION**

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

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

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

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

20 61. Plaintiff is informed and believes and based thereon alleges that Defendants, and
21 each of them, violated the Labor Code sections described herein, including, without limitation, for
22 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
23 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
24 employment and after employment separation; provide employees the opportunity to inspect
25 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
26 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
27 and use of paid sick leave; paying employees all owed paid time off and vacation time owed by
28 separation at the proper rate of pay; and placing restraints on competition, whistleblowing and

1 freedom of speech, entitling Plaintiff and other Aggrieved Employees to civil penalties for each of
2 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

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

6 **REQUEST FOR JURY TRIAL**

7 63. Plaintiff hereby requests a trial by jury.

8 **PRAYER**

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

- 11 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
12 1174.5, 1197.1, and 2699;
13 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
14 210, 226.3, 558, 1174.5, 1197.1, and 2699;
15 C. Pre-judgment and post-judgment interest;
16 D. For costs of suit incurred herein; and
17 E. Such other and further relief as the Court deems just and proper.

18
19 Dated: February 11, 2022

BIBIYAN LAW GROUP, P.C.

20
21 BY: Jeffrey D. Klein

22 JEFFREY D. KLEIN

23 DAVID D. BIBIYAN

24 Attorneys for Plaintiff MEHRNAZ TAAT, as
25 an aggrieved employee, and on behalf of all
26 other aggrieved employees under the Labor
27 Code Private Attorneys' General Act of 2004,
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