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9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 PAMELA CASTRO, individually, and on behalf of
others similarly situated and aggrieved employees,

12 Plaintiff,

13 v.

14 911COVIDTESTING INC., a California
15 corporation; and DOES 1 through 25, inclusive,

16 Defendants.

Case No.: **23STCV28975**

COMPLEX ACTION

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Minimum and Regular Rate Wages;
2. Failure to Pay Overtime Compensation;
3. Failure to Provide Meal Periods and Pay Wages in Lieu Thereof;
4. Failure to Provide Rest Periods and Pay Wages in Lieu Thereof;
5. Failure to Indemnify Necessary Expenditures or Losses;
6. Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records;
7. Failure to Pay Wages at Discharge or Quitting; and
8. Unfair Competition Law Remedies for Unlawful and Unfair Business Acts
9. Private Attorneys General Act Remedies for Violations of the Labor Code

DEMAND FOR JURY TRIAL

PAGA Case No.

LWDA-CM-982332-23: September 18, 2023

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1 **CLASS AND REPRESENTATIVE ACTION COMPLAINT**

2 1. Introduction. Plaintiff PAMELA CASTRO (“Plaintiff”) brings this complaint against
3 defendant 911COVIDTESTING INC., a California corporation (“Defendant”), and DOES 1 through 25,
4 inclusive (collectively, “Defendants”), based on facts that have evidentiary support or are likely to have
5 evidentiary support after a reasonable opportunity for further investigation and discovery, which Plaintiff
6 alleges, including on information and belief, pursuant to the laws of the State of California, for which
7 Plaintiff prays for a judgment against Defendants awarding damages, restitution, interest, statutory
8 penalties, civil penalties, injunctive relief, attorneys’ fees, litigation costs, and all other legal and equitable
9 remedies deemed just under California law.

10 2. Causes of Action and Remedies. Defendants employed Plaintiff and other individuals to
11 perform labor under employment policies and practices that failed to comply with Industrial Welfare
12 Commission (“IWC”) Wage Order No. 4-2001 (Regulating Wages, Hours and Working Conditions in the
13 Professional, Technical, Clerical, Mechanical, and Similar Occupations) or other applicable Wage Orders
14 (collectively, “IWC Wage Order(s)”) and Labor Code provisions fixing the minimum wages, maximum
15 hours, and standard conditions of labor for employees in California, which resulted, and continues to
16 result, in illegal conduct giving rise to a class and representative action based on Defendants’ conduct
17 including causes of action for: (1) failure to pay minimum and regular rate wages; (2) failure to pay
18 overtime compensation; (3) failure to provide meal periods and pay wages in lieu thereof; (4) failure to
19 provide rest periods and pay wages in lieu thereof; (5) failure to indemnify necessary expenditures or
20 losses; (6) failure to furnish accurate itemized wage statements and to maintain accurate records; (7)
21 failure to pay wages at discharge or quitting; (8) Unfair Competition Law (Business and Professions Code
22 §§ 17200-17210, *et seq.* [sometimes “UCL”]) remedies for unlawful and unfair business acts; and (9)
23 Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698-2699.8, *et seq.* [sometimes
24 “PAGA”]) remedies for violations of Labor Code and IWC Wage Order provisions.

25 3. First to Eighth Causes of Action as a Class and UCL Representative Action. Plaintiff brings
26 the first through eighth causes of action against Defendants, individually, and as a class and representative
27 action on behalf of similarly situated current and former employees who worked for Defendants during
28 the applicable statutory periods.

1 4. Ninth Cause of Action as a PAGA Representative Action. Plaintiff brings the ninth cause
2 of action against Defendants, as a representative action on behalf of the State of California, pursuant to
3 PAGA for remedies based on at least one (1) violation of Labor Code or IWC Wage Order provisions,
4 which Plaintiff alleges suffering as a result of Defendants’ illegal conduct, including as alleged in
5 Plaintiff’s September 18, 2023 notice to the Labor and Workforce Development Agency (“LWDA”) and
6 Defendants in LWDA, Case No. LWDA-CM-982332-23, as may be amended (sometimes, “09/18/23
7 PAGA Notice”), which is incorporated by reference.

8 **JURISDICTION & VENUE**

9 5. Jurisdiction. The Superior Court of California has jurisdiction over this action because
10 Plaintiff is, or was, a California resident, and at least one (1) of the Defendants regularly conducted
11 business in California when Defendants’ acts and omissions caused the losses, which Plaintiff seeks to
12 remedy in amounts yet unascertained, but subject to proof and within the jurisdiction of this Court.
13 Moreover, Defendants have sufficient minimum contacts in California and purposefully availed
14 themselves of the privileges of conducting business in California, including by forming an employment
15 relationship with Plaintiff, which renders California courts’ exercise of jurisdiction over them consistent
16 with the traditional notions of fair play and substantial justice. Furthermore, no federal question is in
17 controversy because Plaintiff’s causes of action are based solely on California law.

18 6. Venue. Venue is proper in this judicial district of the County of Los Angeles because
19 Plaintiff and persons similarly situated performed labor or resided in this judicial district while performing
20 labor for Defendants, and Defendants executed their illegal wage, hour, and working condition policies
21 and practices, which are subjects of this action, in this judicial district.

22 **PARTIES**

23 **Plaintiff, Individually, on Behalf of Others Similarly Situated**

24 7. Plaintiff Pamela Castro. Plaintiff, a natural person, brings this action against Defendants,
25 individually, having worked for Defendants in California in an hourly-paid position Defendants likely
26 classified as non-exempt during the applicable statutory periods.

27 8. Class Members. Plaintiff brings this action against Defendants as a class and representative
28 action on behalf of the following similarly situated persons:

1 All persons who worked for Defendants in California as non-exempt employees at any
2 time during the period beginning four (4) years prior to the filing of this action and ending
3 on the date the class is certified or on a date fixed by the Court (“Class Members”).

4 Plaintiff reserves the right to name additional class representatives.

5 **Plaintiff on Behalf of the State of California with Respect to Aggrieved Employees.**

6 9. Aggrieved Employees. Plaintiff, as a deputized PAGA representative, brings PAGA
7 allegations on behalf of the State of California with respect to the following persons:

8 All persons who worked for Defendants in California as non-exempt employees at any
9 time during the period beginning one (1) year prior to Plaintiff’s September 18, 2023
10 PAGA Notice and ending on the date of judgment or on a date fixed by the Court
11 (“Aggrieved Employees”).

12 Plaintiff reserves the right to name additional PAGA representatives.

13 **Defendant and Does 1 Through 25, Inclusive.**

14 10. Defendant 911COVIDTESTING INC. Defendant 911COVIDTESTING INC. is a
15 corporation formed and existing under the laws of California, who conducted business in California under
16 California Secretary of State file number: C4678818 including while employing Plaintiff and Class
17 Members.

18 11. Does 1 Through 25. Plaintiff does not presently know the true names and capacities of
19 DOES 1 through 25, inclusive (“DOE Defendants”), who are each in some manner highly responsible for,
20 and proximately caused, Plaintiff and Class Members’ injuries. Plaintiff therefore sues such DOE
21 Defendants under fictitious names and shall seek leave of court to amend this complaint to allege the true
22 names and capacities of such DOE Defendants when ascertained.

23 12. Defendants’ Relationships Giving Rise to Individual, Joint, and Several Liability.
24 Defendant 911COVIDTESTING INC. and each of the DOE Defendants (collectively, “Defendants”)
25 committed acts and omissions in concert with each other and are, as a result, jointly liable for Plaintiff and
26 Class Members’ injuries under theories of liability, which Plaintiff pleads in the alternative consistent and
27 not in contradiction with Plaintiff’s other allegations. Accordingly, whenever Plaintiff alleges any of the
28 Defendants committed an act or omission herein, Plaintiff alleges each of the Defendants committed the
act and should be held liable individually, jointly, and severally including for the reasons that follow.

12.1. Defendants’ Unity of Interest and Ownership Giving Rise to Joint Liability. Each

1 of the Defendants shared a unity of interest and ownership WITH the other Defendants such that any
2 corporate or business individuality and separateness between them has ceased such that Defendants are
3 alter egos of each other and if Defendants' acts and omissions are treated as those of only one (1) of them,
4 then an inequitable result for Plaintiff and Class Members would follow.

5 12.2. Defendants' Joint Employment Relationships Giving Rise to Joint Liability. Each
6 of the Defendants, directly or indirectly, or through Defendants' agents or other persons: (1) exercised
7 control over Plaintiff and Class Members' wages, hours, or working conditions; (2) suffered or permitted
8 Plaintiff and Class Members to work; or (3) engaged Plaintiff and Class Members, thereby creating a
9 common law employment relationship.

10 12.3. Defendants' Temporary Services Employer Relationships Giving Rise to Joint
11 Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, engaged in
12 conduct forming a "[T]emporary services employer" and/or "client" and "customer" relationship as
13 defined in Labor Code § 201.3(a)(1) because at least one (1) of the Defendants, as an "employing unit[.]"
14 contracted with the other Defendants, as a client or customer, to supply Plaintiff and Class Members as
15 "workers" to perform services for Defendants, and under this relationship, at least one (1) of the
16 Defendants: (A) negotiated with the other Defendants, as clients and customers, for matters such as the
17 time and place where the services were to be provided, the type of work, the working conditions, and the
18 quality and price of the services; (B) determined assignments or reassignments of workers, even if workers
19 retained the right to refuse specific assignments; (C) retained the authority to assign or reassign a worker
20 to another client or customer when the worker is determined unacceptable by a specific client or customer;
21 (D) assigned or reassigned workers to perform services for clients or customers; (E) set the rate of pay of
22 workers, whether or not through negotiation; (F) paid workers from its own account or accounts; and (G)
23 retained the right to hire and terminate workers.

24 12.4. Defendants' Other Acts and Omissions Giving Rise to Joint Liability. Each of the
25 Defendants, directly or indirectly, or through agents or other persons, completely dominated the other
26 Defendants, including in the course and scope of their relationships as alter egos, divisions, affiliates,
27 integrated enterprisers, subsidiaries, parents, principals, associates, managers, supervisors, managing
28 agents, directors, owners, shareholders, sisters, related entities, co-conspirators, agents, partners, joint

1 venturers, masters, servants, clients, customers, aidors, abettors, franchisees, franchisors, joint
2 enterprisers, predecessors in interest, successors in interest, and guarantors, and each of the Defendants
3 directed, authorized, permitted, condoned, and ratified the other Defendants' acts and omissions.

4 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

5 13. Plaintiff's Work Experiences. Defendants employed Plaintiff in California as an hourly
6 paid employee beginning around January 2022 to around the end of September 2022. Plaintiff regularly
7 or occasionally worked shifts over five (5) hours and over eight (8) hours a day performing laboratory-
8 related testing service duties, cleaning and sanitation duties, driving duties, customer service and care
9 duties, recordkeeping duties, and other duties alongside Class Members, who performed similar duties.

10 13.1. Failure to Pay All Plaintiff for All Hours Worked and Wages Earned and Due.
11 Defendants failed to compensate Plaintiff for all hours of work performed, including for minimum and
12 overtime wage hours worked based on regular rates of pay that included the value of non-discretionary
13 and non-hourly based "incentives" earnings based on Plaintiff's receipt of Defendants' customer or
14 patron's reviews based on Plaintiff's work, such as sick pay, meal period premium pay, and rest period
15 premium pay, including because Defendants failed to keep accurate time records of Plaintiff's
16 compensable hours, Defendants failed to pay Plaintiff for all hours worked, Defendants required, suffered,
17 and permitted Plaintiff to work or remain under Defendants' control while off-the-clock including while
18 Plaintiff was driving to different work locations outside of Plaintiff's regularly assigned work locations
19 and while Plaintiff was purportedly taking so-called meal periods that were not duty-free, which
20 Defendants should have treated, but failed to treat, as on-duty meal periods and Defendants should have
21 counted, but failed to count, as time worked.

22 13.2. Failure to Provide Plaintiff Meal Periods and Pay Wages in Lieu Thereof.
23 Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over five (5) hours.
24 Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 30-minute,
25 duty-free meal periods because Defendants gave Plaintiff too much work to perform and did not relieve
26 Plaintiff of all duties before the lapse of each five-hour period of work. Despite failing to provide Plaintiff
27 timely, 30-minute, duty-free meal periods, Defendants failed to pay Plaintiff one (1) hour of pay at
28 Plaintiff's regular rate of compensation for each workday when a compliant meal period was not provided.

1 13.3. Failure to Provide Plaintiff Rest Periods and Pay Wages in Lieu Thereof.

2 Defendants failed to provide Plaintiff timely, duty-free rest periods during shifts over three and one-half
3 (3 1/2) hours. Specifically, Plaintiff routinely worked for Defendants without being provided with all
4 timely, 10-minute, duty-free rest periods because Defendants gave Plaintiff too much work to perform
5 and did not relieve Plaintiff of all duties before the lapse of each four (4) hours worked or major fraction
6 thereof. Despite failing to provide Plaintiff timely, 10-minute, duty-free rest periods, Defendants failed to
7 pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each workday when a
8 compliant rest period was not provided.

9 13.4. Failure to Indemnify and Reimburse Plaintiff. Defendants failed to indemnify and

10 reimburse Plaintiff for personal mobile data use, resulting from Defendants' policy of requiring Plaintiff
11 to use personal electronic devices to download third-party applications, which may have included the
12 "PayCom" or other applications, to record or report Plaintiff's hours worked; and failure to reimburse
13 Plaintiff for personal vehicle or transportation use, resulting from Defendants' policy of requiring Plaintiff
14 to work at locations outside of Plaintiff's regularly assigned work location including during the same shift.

15 14. Plaintiff's Work Experiences as Common, Typical, and Illustrative. Defendants regularly

16 subjected Plaintiff and Class Members to similar employment policies and practices that led to the
17 inaccurate recordkeeping and wage theft, which caused Plaintiff to suffer legal detriment, and Plaintiff's
18 experiences were common, typical, and illustrative of Class Members' experiences as alleged herein.

19 14.1. Majority Non-Professional, Non-Executive, Non-Administrative Duties. Plaintiff

20 and Class Members did not perform more than one-half (1/2) of their work time during any week or pay
21 period engaged in duties utilizing advanced knowledge, specialized intellectual instruction, invention,
22 imagination, originality, or artistic talent that would qualify them as exempt employees under any
23 professional, executive, or administrative exemption provisions of IWC Wage Orders and Labor Code §
24 515, or like provisions, including because (a) their duties and responsibilities did not involve the
25 management of the enterprise in which they were employed or of a customarily recognized department or
26 subdivision thereof; (b) they were not licensed or certified by the State of California nor were they
27 primarily engaged in the practice of one of the following recognized professions: law, medicine, dentistry,
28 optometry, architecture, engineering, teaching, or accounting, nor were they primarily engaged in an

1 occupation commonly recognized as a learned or artistic profession; and (c) their duties and
2 responsibilities did not involve either the performance of office or non-manual work directly related to
3 management policies or general business operations of their employer or their employer's customers, or
4 the performance of functions in the administration of a school system, or educational establishment or
5 institution, or of a department or subdivision thereof, in work directly related to the academic instruction
6 or training carried on therein.

7 14.2. No Authority to Hire or Fire, No Customary or Regular Exercise of Discretion or
8 Independent Judgment and No Work Under Only General Supervision or Requiring Special Training,
9 Experience, or Knowledge. Plaintiff and Class Members did not have the authority to hire or fire other
10 employees, nor were their suggestions and recommendations as to the advancement and promotion or any
11 other change of status of other employees given any weight. Plaintiff and Class Members did not
12 customarily and regularly exercise discretion and independent judgment in performing their work duties.
13 Plaintiff and Class Members did not perform under only general supervision or work along specialized or
14 technical lines requiring special training, experience, or knowledge.

15 14.3. Majority Non-Selling Duties. Plaintiff and Class Members did not perform more
16 than one-half of their work time during any week or pay period engaged in duties making sales, obtaining
17 orders, or contracts for services customarily, or predominately away from Defendants' places of business
18 during any week or pay period that would qualify them as exempt employees under the outside salesperson
19 exemption.

20 14.4. No Valid Alternative Workweek Schedule. Plaintiff and Class Members were not
21 subject to an alternative workweek schedule or like exemption because Defendants never conducted a
22 bona fide election and did not report a bona fide election to the Division of Labor Standards Enforcement.

23 15. Defendants' Common, Illegal Policies and Practices. Defendants employed Plaintiff and
24 Class Members pursuant to employment agreements, policies, and practices that were partly written, partly
25 oral, and partly implied, including one (1) or more employment contracts, which, in sum, failed to
26 adequately conform with and communicate employer-obligations and employee-entitlements under IWC
27 Wage Orders and Labor Code provisions fixing the minimum wages, maximum hours, and standard
28 conditions of labor for employees in California, which directly and proximately caused Plaintiff and Class

Members to suffer, and continue to suffer from, losses of earnings and other legal detriments in amounts as yet unascertained including for the common reasons that follow.

15.1. Common Failure to Create and Maintain Accurate Records. Defendants failed to create and maintain accurate books, documents, and records of Plaintiff and Class Members' work including those required by Section 6 or 7 ("Records") of any IWC Wage Order and the Labor Code:

15.1.1. by failing to create and keep accurate records of Plaintiff and Class Members' hours worked including time records showing when they began and ended each work period.

15.1.2. by failing to create and keep accurate records of Plaintiff and Class Members' hours worked including time records showing when they began and ended each meal period, split shift interval, and total daily hours worked.

15.1.3. by causing Plaintiff and Class Members to inaccurately report their compensable hours including by adopting illegal, incomplete, misleading, or otherwise inadequate written policies, which Defendants knew would cause them to inaccurately report all their hours worked;

15.1.4. by causing Plaintiff and Class Members to refrain from accurately recording and reporting their hours worked outside of scheduled hours including by express prohibition and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including under threats of discipline;

15.1.5. by failing to record and report Plaintiff and Class Members' hours worked in an amount equal to all recorded or reported hours worked by altering, editing, rounding, automatically deducting, disapproving, recording and reporting by scheduled hours, and recording and reporting hours based on recorded or reported hours in certain timekeeping or information management systems while disregarding additional recorded hours of work in other information management systems;

15.1.6. by requiring, suffering, and permitting Plaintiff and Class Members to work or to be subject to Defendants' control during times outside of recorded, compensated hours including before shift start times, after shift end times, and during other paid or unpaid time periods including so-called meal periods and rest periods that were noncompliant because they were not authorized, permitted, duty-free, and timely, and then by failing to record and report those times as hours worked;

15.1.7. by failing to provide Plaintiff and Class Members itemized wage

statements, reporting, recording, and showing their precise, actual number of hours worked for each pay period to avoid paying all wages due and to mislead, defraud, and to deprive Plaintiff and Class Members the information needed to evaluate whether the hours recorded and reported were correct;

15.1.8. and by other illegal methods and schemes to be discovered, which are within Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a willful disregard and disobedience of California laws requiring employers to create and maintain accurate books, documents, and records of Plaintiff and Class Members' work.

15.2. Common Failure to Pay All Minimum Wages Earned and Due. Defendants routinely deprived Plaintiff and Class Members of all minimum wages earned and due as required by provisions of the IWC Wage Orders and Labor Code:

15.2.1. by failing to create and keep accurate records of Plaintiff and Class Members' hours worked and compensating them based on some method of calculation other than the sum of all hours worked and amount of all wages earned during their respective pay periods;

15.2.2. by causing Plaintiff and Class Members to inaccurately report their compensable hours and then adopting and claiming reliance on the inaccurate reports, which Defendants knew would, and did, result in time records amounting to less than all hours worked, to undercompensate them;

15.2.3. by causing Plaintiff and Class Members to refrain from accurately recording and reporting their hours worked outside of scheduled hours including by express prohibition and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including under threats of discipline;

15.2.4. by failing to pay Plaintiff and Class Members in an amount equal to all recorded or reported hours worked by altering, editing, rounding, automatically deducting, disapproving, paying by scheduled hours, paying by fixed salary amounts, and calculating compensable hours based on recorded or reported hours in certain timekeeping or information management systems while disregarding additional recorded hours of work in other information management systems;

15.2.5. by requiring, suffering, and permitting Plaintiff and Class Members to work or to be subject to Defendants' control during times outside of recorded, compensated hours including

1 before shift start times, after shift end times, and during other paid or unpaid time periods including so-
2 called meal periods and rest periods that were noncompliant because they were not authorized, permitted,
3 duty-free, and timely, and then by failing to compensate for those times as hours worked;

4 15.2.6. by averaging or claiming credits against Plaintiff and Class Members’
5 minimum wages due for work performed on certain days, weeks, and pay periods by collecting or
6 receiving previously paid wages Defendants had already paid or purportedly overpaid for work performed
7 on other days, weeks, and pay periods;

8 15.2.7. by failing to pay Plaintiff and Class Members based on their regular rates
9 of pay for all minimum wages due on certain days, weeks, and pay periods reflecting, among other things,
10 the per-hour value of any non-hourly compensation they earned;

11 15.2.8. by failing to provide Plaintiff and Class Members itemized wage
12 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
13 period to avoid paying all minimum wages due and to mislead, defraud, and to deprive Plaintiff and Class
14 Members the information needed to evaluate whether the payment was correct;

15 15.2.9. and by other illegal methods and schemes to be discovered, which are within
16 Defendants’ superior, surreptitious knowledge, amounting to policies and practices demonstrating a
17 willful disregard and disobedience of California laws requiring employers to pay employees minimum
18 wages for all hours worked, which are still due and owed to Plaintiff and Class Members.

19 **Class Definition**

20 16. Proposed Class Definition. Pursuant to Code of Civil Procedure § 382, Plaintiff seeks an
21 order certifying this action as a class action for a Class defined, which may later be appropriately
22 categorized in subclasses, as follows:

23 All persons who worked for Defendants in California as non-exempt employees at any time
24 during the period beginning four (4) years prior to the filing of this action and ending on
the date the class is certified or on a date fixed by the Court (“Class Members”).

25 17. Suitability as a Class Action. This action is suitable as a class action because: (a) the Class
26 is numerous because it consists of a significant number and joinder of all current and former employees
27 individually would be impractical; (b) Plaintiff’s causes of action (and Defendants’ defenses, if any) are
28 typical and present predominately common questions of law and fact because the action focuses on

Defendants' systematic, illegal recordkeeping and wage payment policies and practices in violation of the applicable IWC Wage Orders, Labor Code, and Business and Professions Code; (c) Plaintiff can adequately represent the Class because Plaintiff has no interests antagonistic to any Class Member, Plaintiff's attorneys are experienced in complex, wage, and hour class action litigation, and it is in their best interests to prosecute the causes of action alleged herein to obtain full compensation due to them for all services rendered and hours worked for the benefit of all; and (d) class adjudication is a superior means of resolution.

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Regular Rate Wages

(IWC Wage Order § 4 and Lab. Code §§ 246, 1182.11, 1197, and 1198)

(Against all DEFENDANTS)

18. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

19. Pursuant to IWC Wage Order § 4, Labor Code §§ 246, 1182.12, 1197, and 1198, and other California laws, California has fixed minimum wage rates, including sick pay, has required employers in California to timely pay their employees no less than the minimum for all hours worked in the payroll period, has provided that wages for employees fixed by the IWC or by state law is the minimum wage to be paid to employees, and payment of a lower wage than the minimum so fixed is unlawful.

20. Plaintiff and Class Members are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 246, 1182.12, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

21. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of all minimum wages earned and due by, among other things: requiring, suffering or permitting Plaintiff and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members to work during their purportedly duty-free meal periods but not compensating them for this time; illegally

1 and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain
2 Plaintiff and Class Members' employment records including by falsifying hours worked and wages
3 earned; failing to provide accurate itemized wage statements to Plaintiff and Class Members for each pay
4 period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff
5 and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment
6 of such entitlements and wages, lost interest on such wages, and expenses and attorneys' fees in seeking
7 to compel Defendants to perform their obligations under state law, all to their respective detriments in
8 amounts according to proof at time of trial, and within the jurisdiction of this Court.

9 22. Defendants have knowingly and willfully refused to perform their obligations to
10 compensate Plaintiff and Class Members for all minimum and regular rate wages earned and for all hours
11 worked in violation of IWC Wage Order § 4, Labor Code §§ 246, 1182.12, 1197, and 1198, including
12 identical or substantially similar entitlements and protections pursuant to one (1) or more employment
13 contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

14 23. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
15 balance of minimum and regular rate wages as damages, liquidated damages, restitution, interest, statutory
16 penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.2,
17 1194.5, and 1197.1, or other Labor Code provisions and California laws, including, or in the alternative,
18 contract damages and related remedies for Defendants' breach of contract and breach of the implied
19 covenant of good faith and fair dealing for failing to pay for all hours worked and wages earned, including
20 minimum wages and regular rate wages.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Pay Overtime Compensation**

23 **(IWC Wage Order § 3 and Lab. Code Code §§ 510, 1197, and 1198)**

24 **(Against all DEFENDANTS)**

25 24. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
26 paragraph of this complaint, consistent with this cause of action.

27 25. Pursuant to IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, and other
28 California laws, California has required employers to timely pay their employees at a rate of no less than

1 one and one-half (1 1/2) times their regular rates of pay for all hours worked in excess of eight (8) hours
2 in one (1) workday, all hours worked in excess of 40 hours in any one (1) workweek, and for the first eight
3 (8) hours on the seventh consecutive workday, and at a rate of no less than two (2) times their regular rates
4 of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of
5 eight (8) hours on the seventh consecutive day of work in any workweek.

6 26. Plaintiff and Class Members are Defendants' current and former non-exempt employees
7 who are and were entitled to the protections of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and
8 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more
9 employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
10 California laws.

11 27. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
12 and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of
13 all overtime wages earned and due by, among other things: failing to pay overtime at one and one-half (1
14 1/2) times or two (2) times their regular rates of pay when required; requiring, suffering or permitting
15 Plaintiff and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class
16 Members to work during their purportedly duty-free meal periods but not compensating them for this time;
17 illegally and inaccurately recording time worked by Plaintiff and Class Members; failing to properly
18 maintain Plaintiff and Class Members' employment records including by falsifying hours worked and
19 wages earned; failing to provide accurate itemized statements to Plaintiff and Class Members for each pay
20 period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff
21 and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment
22 of such entitlements and wages, lost interest on such wages, and expenses and attorneys' fees in seeking
23 to compel Defendants to perform their obligations under state law, all to their respective detriments in
24 amounts according to proof at time of trial, and within the jurisdiction of this Court.

25 28. Defendants have knowingly and willfully refused to perform their obligations to
26 compensate Plaintiff and Class Members for all overtime wages earned and all hours worked in violation
27 of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, including identical or substantially
28 similar entitlements and protections pursuant to one (1) or more employment contracts and the

1 corresponding protections of Labor Code §§ 222 and 223, and other California laws.

2 29. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
3 balance of overtime wages as damages, restitution, interest, statutory penalties, injunctive relief, attorneys'
4 fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code
5 provisions and California laws, including, or in the alternative, contract damages and related remedies for
6 Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing
7 to pay for all hours worked and wages earned, including overtime wages.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Provide Meal Periods and Pay Wages in Lieu Thereof**
10 **(IWC Wage Order § 11 and Lab. Code §§ 226.7, 512, 1197, and 1198)**
11 **(Against all DEFENDANTS)**

12 30. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
13 paragraph of this complaint, consistent with this cause of action.

14 31. Pursuant to IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, and
15 other California laws, California has required employers employing a person for a work period of more
16 than five (5) hours to provide a meal period of not less than 30 minutes, except when a work period of not
17 more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent
18 of the employer and the employee. California has also required employers employing a person for a work
19 period of more than ten (10) hours per day to provide the employee with a second meal period of not less
20 than 30 minutes, except if the total hours worked is no more than 12 hours, then the second meal period
21 may be waived by mutual consent of the employer and the employee only if the first meal period was not
22 waived. California has also required that unless an employee is relieved of all duty during a 30-minute
23 meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.
24 Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable
25 provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of
26 pay at the employee's regular rate of compensation for each workday a meal period is not provided.

27 32. Plaintiff and Class Members are Defendants' current and former non-exempt employees
28 who are and were entitled to the protections of IWC Wage Order § 11 and Labor Code §§ 226.7, 512,

1 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one
2 (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and
3 other California laws.

4 33. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
5 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
6 Members meal periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members'
7 regular hourly rates of compensation for each workday that a meal period was not provided by, among
8 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of five (5)
9 hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Plaintiff
10 and Class Members to work in excess of ten (10) hours from the starts of their shifts before starting a
11 second meal period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty meal
12 periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Defendants failed to
13 relieve Plaintiff and Class Members of all of their duties or maintained control over them during that time;
14 failing to count all times Defendants failed to provide Plaintiff and Class Members duty-free 30-minute
15 meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to
16 pay Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation for each
17 workday a meal period was not provided; and by other methods to be discovered, which, as a direct and
18 proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial
19 losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and
20 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law,
21 all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction
22 of this Court.

23 34. Defendants have knowingly and willfully refused to perform their obligations to provide
24 Plaintiff and Class Members meal periods and to pay all wages in lieu thereof in violation of IWC Wage
25 Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, including identical or substantially similar
26 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
27 protections of Labor Code §§ 222 and 223, and other California laws.

28 35. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid

1 balance of meal period premium wages as damages, restitution, interest, statutory penalties, injunctive
2 relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other
3 Labor Code provisions and California laws, including, or in the alternative, contract damages and related
4 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
5 dealing for failing to provide meal periods and for failing to pay meal period premium wages in lieu
6 thereof.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Provide Rest Periods and Pay Wages in Lieu Thereof**

9 **(IWC Wage Order § 12 and Lab. Code §§ 226.7, 1197, and 1198)**

10 **(Against all DEFENDANTS)**

11 36. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
12 paragraph of this complaint, consistent with this cause of action.

13 37. Pursuant to IWC Wage Order § 12 and Labor Code §§ 226.7, 1197, and 1198, and other
14 California laws, California has required employers to authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period, that rest period time shall
16 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
17 major fraction thereof, that a rest period need not be authorized for employees whose total daily work time
18 is less than three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours
19 worked for which there shall be no deduction from wages. California has also required that if an employer
20 fails to provide an employee a rest period in accordance with the applicable provisions of the relevant
21 IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular
22 rate of compensation for each workday a rest period is not provided.

23 38. Plaintiff and Class Members are Defendants' current and former non-exempt employees
24 who are and were entitled to the protections of IWC Wage Order § 12 and Labor Code §§ 226.7, 1197,
25 and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or
26 more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
27 California laws.

28 39. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,

1 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
2 Members rest periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members'
3 regular hourly rates of compensation for each workday that a rest period was not provided by, among
4 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of three and
5 one-half (3 1/2) hours from the starts of their shifts before starting a rest period; requiring, permitting or
6 suffering Plaintiff and Class Members to work in excess of six (6) hours from the starts of their shifts
7 before starting a first or second rest period; requiring, permitting or suffering Plaintiff and Class Members
8 to work in excess of ten (10) hours from the starts of their shifts before starting a first, second or third rest
9 period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty rest periods of less
10 than ten (10) minutes or that were otherwise not duty-free inasmuch as Defendants failed to relieve
11 Plaintiff and Class Members of all of their duties or maintained control over them during that time; failing
12 to count all times Defendants failed to provide Plaintiff and Class Members duty-free 10-minute rest
13 periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay
14 Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation for each
15 workday a rest period was not provided; and by other methods to be discovered, which, as a direct and
16 proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial
17 losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and
18 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law,
19 all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction
20 of this Court.

21 40. Defendants have knowingly and willfully refused to perform their obligations to provide
22 Plaintiff and Class Members rest periods and to pay all wages in lieu thereof in violation of IWC Wage
23 Order § 12 and Labor Code §§ 226.7, 1197, and 1198, including identical or substantially similar
24 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
25 protections of Labor Code §§ 222 and 223, and other California laws.

26 41. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
27 balance of rest period premium wages as damages, restitution, interest, statutory penalties, injunctive
28 relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other

1 Labor Code provisions and California laws, including, or in the alternative, contract damages and related
2 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
3 dealing for failing to provide rest periods and for failing to pay rest period premium wages in lieu thereof.

4 **FIFTH CAUSE OF ACTION**

5 **Failure to Indemnify Necessary Expenditures or Losses**
6 **(IWC Wage Order § 9 and Lab. Code §§ 1198 and 2802(a))**
7 **(Against all DEFENDANTS)**

8 42. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
9 paragraph of this complaint, consistent with this cause of action.

10 43. Pursuant to IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a), and other
11 California laws, California requires employers to indemnify employees for all necessary expenditures or
12 losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her
13 obedience to the directions of the employer, even though unlawful, unless the employee, at the time of
14 obeying the directions, believed them to be unlawful, which includes employee expenditures incurred for
15 provision or maintenance of uniforms, tools, and equipment required by the employer or are necessary to
16 the performance of a job.

17 44. Plaintiff and Class Members are Defendants' current and former non-exempt employees
18 who are and were entitled to the protections of IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a),
19 including identical or substantially similar entitlements and protections pursuant to one (1) or more
20 employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
21 California laws.

22 45. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
23 and wage payment policies and practices, Defendants routinely failed to indemnify and reimburse Plaintiff
24 and Class Members for necessary expenditures and losses, as alleged herein, and by other methods to be
25 discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and
26 continue to suffer, substantial losses related to the use and enjoyment of such unreimbursed amounts, lost
27 interest on such unreimbursed amounts, and expenses and attorneys' fees in seeking to compel Defendants
28 to perform their obligations under state law, all to their respective detriments in amounts according to

1 proof at time of trial, and within the jurisdiction of this Court.

2 46. Defendants have knowingly and willfully refused to perform their obligations to indemnify
3 and reimburse Plaintiff and Class Members for all necessary expenditures in violation of IWC Wage Order
4 § 9 and Labor Code §§ 1198 and 2802(a), including identical or substantially similar entitlements and
5 protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor
6 Code §§ 222 and 223, and other California laws.

7 47. As a result, Plaintiff and Class Members are entitled to recover from Defendants the
8 unreimbursed amounts Defendants owe them, plus interest, penalties, attorneys' fees, expenses, and costs
9 of suit pursuant to Labor Code §§ 2802(b), 2802(c), and 2802(d), or other Labor Code provisions and
10 California laws, including, or in the alternative, contract damages and related remedies for Defendants'
11 breach of contract and breach of the implied covenant of good faith and fair dealing for failing to
12 indemnify for necessary expenditures and losses.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records**
15 **(IWC Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), 1174(d), and 1198)**
16 **(Against all DEFENDANTS)**

17 48. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
18 paragraph of this complaint, consistent with this cause of action.

19 49. Pursuant to IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 1174(d), and
20 1198, and other California laws, California has required employers to maintain accurate payroll records
21 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by
22 and any applicable piece rate paid to, employees employed at their respective plants or establishments,
23 and at minimum semimonthly or at the time of each payment of wages furnish each of its employees an
24 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by
25 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is
26 paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for
27 which the employee is paid, (7) the name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a social security number, (8) the name

1 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
2 pay period and the corresponding number of hours worked at each hourly rate by the employee. California
3 law states an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to
4 provide accurate and complete information as required by any one (1) of the foregoing nine (9) enumerated
5 items and the employee cannot promptly and easily determine from the wage statement alone, *inter alia*,
6 the amount of the gross wages or net wages paid to the employee during the pay period or any of the other
7 information required to be provided on the itemized wage statement pursuant to enumerated items (2) to
8 (4), inclusive, (6), and (9).

9 50. Plaintiff and Class Members are Defendants' current and former non-exempt employees
10 who are and were entitled to the protections of IWC Wage Order § 7 and Labor Code §§ 226(a),
11 226(e)(2)(B), 1174(d), and 1198, including identical or substantially similar entitlements and protections
12 pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§
13 222 and 223, and other California laws.

14 51. During the applicable statutory period, as part of Defendants' illegal recordkeeping and
15 wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of their
16 entitlements to timely and accurate itemized wage statements in writing showing each employee's gross
17 wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if
18 the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of
19 the period for which the employee is paid, the name of the employee and only the last four digits of his or
20 her social security number or employee identification number, the name and address of the legal entity or
21 entities employing Plaintiff and Class Members, and all applicable hourly rates in effect during each pay
22 period and the corresponding number of hours worked at each hourly rate as required under California
23 law. Defendants have also failed to maintain and to permit inspection of records of Plaintiff and Class
24 Members work required under the foregoing provisions of the IWC Wage Order and Labor Code, which,
25 as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer,
26 injury because they could not promptly and easily determine from the wage statement alone, and without
27 reference to other documents or information, accurate information they were entitled to, and because they
28 have incurred expenses and attorneys' fees in seeking to compel Defendants to perform their obligations

1 under state law, all to their respective detriments in amounts according to proof at time of trial, and within
2 the jurisdiction of this Court.

3 52. Defendants have knowingly and willfully refused to perform their obligations to provide
4 Plaintiff and Class Members with timely and accurate wage statements during employment and to
5 maintain and to permit inspection of records of accurate payroll records showing the hours worked daily
6 and the wages earned by Plaintiff and Class Members in violation of IWC Wage Order § 7 and Labor
7 Code §§ 226(a), 226(e)(2)(B), 1174(d), and 1198, including identical or substantially similar entitlements
8 and protections pursuant to one (1) or more employment contracts and the corresponding protections of
9 Labor Code §§ 222 and 223, and other California laws.

10 53. As a result, Plaintiff and Class Members are entitled to recover from Defendants the greater
11 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one
12 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
13 aggregate penalty of four thousand dollars (\$4,000), and are entitled to an award of costs and reasonable
14 attorney's fees pursuant to Labor Code §§ 226(e)(1) and 226(h), or other Labor Code provisions and
15 California laws, including, or in the alternative, contract damages and related remedies for Defendants'
16 breach of contract and breach of the implied covenant of good faith and fair dealing for failing to furnish
17 accurate itemized wage statements and to maintain accurate records.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Pay Wages at Discharge or Quitting**

20 **(Lab. Code §§ 201(a), 201.3, 202, 203, 1197, and 1198)**

21 **(Against all DEFENDANTS)**

22 54. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
23 paragraph of this complaint, consistent with this cause of action.

24 55. Pursuant to Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, and other California
25 laws, California has required employers to pay their employees all wages earned and unpaid at the time
26 of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72
27 hours previous notice of his or her intention to quit, in which case the employer must pay the employee
28 his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of

1 an employee who is discharged or who quits, then the wages of the employee shall continue as a penalty
2 from the due date thereof at the same rate until paid or until an action therefor is commenced; but the
3 wages shall not continue for more than 30 days. California has also required that if a temporary services
4 employer assigns an employee to work for a client, then that employee's wages are due and payable no
5 less frequently than weekly, regardless of when the assignment ends, and wages for work performed
6 during any calendar week shall be due and payable not later than the regular payday of the following
7 calendar week unless the employee works for a client on a day-to-day basis while assembling and reporting
8 back to the temporary services employer's location or unless the employee is assigned to work for a client
9 engaged in a trade dispute, in which cases, that employee's wages are due and payable at the end of each
10 day, regardless of when the assignment ends.

11 56. Plaintiff and Class Members are Defendants' current and former non-exempt employees
12 who are and were entitled to the protections of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198,
13 including identical or substantially similar entitlements and protections pursuant to one (1) or more
14 employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
15 California laws.

16 57. During the applicable statutory period, as part of Defendants' illegal wage payment policies
17 and practices, Defendants routinely deprived Plaintiff and Class Members of all timely wage payments
18 due to discharged and quitting employees by either failing to compensate Plaintiff and Class Members all
19 earned and unpaid wages immediately at the time of discharge as required under Labor Code § 201 or by
20 failing to pay earned and unpaid wages no later than 72 hours after the employee quit his or her
21 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
22 which case Defendants should have paid but failed to pay the employee his or wages at the time of quitting
23 as required under Labor Code § 202, which, in all cases, included deprivations of all wages Plaintiff and
24 Class Members earned and that are still due and owed to them, and by failing to pay Plaintiff and Class
25 Members waiting time penalties in the form of payments to the employee at the same rate for up to 30
26 workdays as required under Labor Code § 203, which, as a direct and proximate result, has caused Plaintiff
27 and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment
28 of such unpaid amounts, lost interest on such unpaid amounts, and expenses and attorneys' fees in seeking

1 to compel Defendants to perform their obligations under state law, all to their respective detriments in
2 amounts according to proof at time of trial, and within the jurisdiction of this Court.

3 58. Defendants have knowingly and willfully refused to perform their obligations to
4 compensate Plaintiff and Class Members for wage payments due to discharged and quitting employees in
5 violation of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, including identical or substantially
6 similar entitlements and protections pursuant to one (1) or more employment contracts and the
7 corresponding protections of Labor Code §§ 222 and 223, and other California laws.

8 59. As a result, Plaintiff and Class Members are entitled to recover from Defendants statutory
9 penalties in the amount of wages for each day they were not paid their final wages earned and due, at their
10 regular hourly rates of pay, up to 30 days maximum pursuant to Labor Code § 203 and the unpaid balance
11 of all wages owed as damages, restitution, interest, statutory penalties, injunctive relief, attorneys' fees,
12 and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions
13 and California laws, including, or in the alternative, contract damages and related remedies for
14 Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing
15 to timely pay all wages at discharge or quitting.

16 **EIGHTH CAUSE OF ACTION**

17 **Unfair Competition Law Remedies for Unlawful and Unfair Business Acts**

18 **(Bus. & Prof. Code §§ 17200-17210, *et. seq.*)**

19 **(Against all DEFENDANTS)**

20 60. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
21 paragraph of this complaint, consistent with this cause of action.

22 61. Pursuant to Business and Professions Code §§ 17200-17210, *et seq.*, sometimes called
23 California's Unfair Competition Law ("UCL"), California has prohibited employers from engaging in
24 unlawful, unfair, or fraudulent business acts or practices, which include an employer's violations of Labor
25 Code provisions prohibiting employers from unlawfully withholding wages from an employee. Pursuant
26 to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be
27 enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any
28 practice which constitutes unfair competition, or as may be necessary to restore to any person in interest

1 any money or property, real or personal, which may have been acquired by means of such unfair
2 competition. Furthermore, § 17203 provides any person may pursue representative claims or relief on
3 behalf of others only if the claimant meets the standing requirements of § 17204 and complies with Code
4 of Civil Procedure § 382. Finally, § 17205 provides the remedies or penalties provided by the UCL are
5 cumulative to each other and to the remedies or penalties available under all other laws of California, and
6 an action to enforce the UCL may be commenced within four (4) years after the cause of action has accrued
7 pursuant to § 17208.

8 62. Plaintiff, Class Members, and members of the public were entitled to the protections of
9 Business and Professions Code §§ 17200-17210, *et seq.*, and other California laws.

10 63. During the applicable statutory periods, Defendants, and each of them, are and were
11 “persons” as defined under Business and Professions Code § 17201, obligated to comply with, and
12 Plaintiff, Class Members, and members of the general public were entitled to the protections of, UCL
13 provisions prohibiting unlawful, unfair, and fraudulent business acts or practices including Defendants’
14 failures to comply with IWC Wage Order and Labor Code provisions fixing the minimum wages,
15 maximum hours, and standard conditions of labor for employees in California, which constitute a business
16 practice because Defendants implemented their business and employment policies and practices
17 repeatedly over a significant period of time, in a systematic manner. Defendants routinely, knowingly,
18 and willfully deprived Plaintiff, Class Members, and members of the general public of accurate recording,
19 reporting, and payment of wages, as well as payment of the correct sums of assessment to state authorities,
20 resulting in the loss of entitlements and accruals of the full amounts of social security, disability,
21 unemployment, and other governmental benefits or entitlements, and Defendants’ reaping of unfair and
22 illegal profits by way of unfair competition, which, as a direct and proximate result, has caused Plaintiff,
23 Class Members and members of the general public to suffer, and continue to suffer, substantial losses
24 related to the use and enjoyment of such payment of wages and correct sums of assessment to state
25 authorities, lost interest on such amounts, and expenses and attorneys’ fees in seeking to compel
26 Defendants to perform their obligations under state law, all to their respective detriments in amounts
27 according to proof at time of trial, and within the jurisdiction of this Court.

28 64. As a result, pursuant to Business and Professions Code §§ 17200, 17201, 17203, 17205,

1 and 17208, applicable IWC Wage Order and Labor Code provisions, and other California laws, Plaintiff
2 and Class Members are entitled to Defendants' accounting; to restitution of the wages withheld and
3 retained by Defendants during a period that commences four (4) years prior to the filing of this complaint;
4 a permanent injunction requiring Defendants to account for and pay all outstanding wages due to Plaintiff
5 and Class Members; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other
6 applicable laws; and an award of costs.

7 **NINTH CAUSE OF ACTION**

8 **Private Attorneys General Act Remedies for Violations of the Labor Code**

9 **(Lab. Code §§ 2698-2699.8, *et. seq.*)**

10 **(Against all DEFENDANTS)**

11 65. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
12 paragraph of this complaint, consistent with this cause of action.

13 66. Pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, also known as PAGA, California has
14 stated notwithstanding any other provision of law, any provision of the Labor Code that provides for a
15 civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA")
16 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the
17 Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee
18 on behalf of himself or herself and other current or former employees pursuant to the procedures specified
19 in §§ 2699¹ and 2699.3. Labor Code § 2699(c) provides that an "aggrieved employee" is any person who
20 was employed by the alleged violator and against whom one (1) or more of the alleged violations was
21 committed. Furthermore, an employee affected by at least one (1) Labor Code violation may pursue
22 penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security*
23 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.)²

24 ¹ Labor Code § 2699(a), provides: "Notwithstanding any other provision of law, any provision of this
25 code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
26 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
27 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
28 brought by an aggrieved employee on behalf of himself or herself and other current or former employees
pursuant to the procedures specified in Section 2699.3."

² Labor Code § 2699.5 provides: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged
violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5,

67. Pursuant to Labor Code § 2699.3(a)(1)(A), and as shown in Plaintiff's 09/18/23 PAGA Notice in LWDA Case No. LWDA-CM-982332-23, Plaintiff has provided or intends on providing written notice by online filing with the LWDA and by certified mail to Defendants, the specific provisions of the IWC Wage Orders and Labor Code Plaintiff alleges Defendants have violated along with the facts and theories supporting the alleged violations. Pursuant to Labor Code § 2699.3(a)(1)(A), Plaintiff's notice to the LWDA was or will be accompanied by Plaintiff's payment of a \$75.00 filing fee.

68. In Plaintiff's notice to the LWDA and to Defendants, or some of them, Plaintiff alleged or intends on alleging Defendants violated the following provisions of the IWC Wage Orders and Labor Code along with the facts and theories supporting the alleged violations:

68.1. Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

68.2. Labor Code § 201.3 (Failure to Timely Pay All Wages Due as a Temporary Services Employer)

68.3. Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or Within 72 Hours Thereof)

68.4. Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting)

68.5. Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

68.6. Labor Code § 221 (Failure to Pay All Wages via Collection or Receipt of Wages Theretofore Paid)

68.7. Labor Code § 222 (Failure to Pay All Wages Agreed upon Through Collective

201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7.”

1 Bargaining)

2 68.8. Labor Code § 223 (Failure to Pay All Wages Required Under Statute or Contract)

3 68.9. Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to
4 Maintain and Timely Provide Accurate Employment Records)

5 68.10. Labor Code § 226.7 (Failure to Pay All Meal Period and Rest Period Wages)

6 68.11. Labor Code § 246 (Failure to Pay All Sick Day Wages)

7 68.12. Labor Code § 510 (Failure to Pay All Overtime Wages)

8 68.13. Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

9 68.14. Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central

10 Location in California)

11 68.15. Labor Code § 1197 (Failure to Pay All Minimum Wages)

12 68.16. Labor Code § 1198 (Employment Under Conditions of Labor Prohibited by the
13 Relevant IWC Wage Orders)

14 68.17. Labor Code § 1198.5 (Failure to Provide Right to Inspect or Receive a Copy of
15 Personnel Records)

16 68.18. Labor Code § 2802 (Failure to Indemnify Employees)

17 69. Because the LWDA has not provided Plaintiff with notice of its intent to investigate the
18 alleged violations in the 65 calendar days that have lapsed, Plaintiff has complied with all the requirements
19 set forth in Labor Code § 2699.3 to commence a representative action against Defendants on behalf of the
20 State of California with respect to Plaintiff and other aggrieved employees of Defendants. Plaintiff is,
21 hence, an “aggrieved employee” within the meaning of Labor Code § 2699(c) because Defendants
22 employed Plaintiff and Plaintiff is a person against whom one (1) or more of the alleged violations of the
23 IWC Wage Orders and Labor Code, either specified in the preceding paragraphs of this complaint or in
24 Plaintiff’s written notice, was committed, and a proper representative to bring a civil action on behalf of
25 Plaintiff and other current and former employees of Defendants pursuant to the procedures specified in
26 Labor Code § 2699.3.

27 70. During the applicable statutory period, as part of Defendants’ illegal wage payment policies
28 and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of the minimum wages

1 for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff
2 and Aggrieved Employees to conditions of labor including work for longer hours than those fixed by the
3 relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders as
4 alleged herein.

5 71. Defendants have knowingly and willfully refused to perform their obligations to
6 compensate Plaintiff and Aggrieved Employees with no less than the minimum wages for employees fixed
7 by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Aggrieved
8 Employees to conditions of labor including work for longer hours than those fixed by the relevant IWC
9 Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders as alleged herein
10 including as a result of Defendants' violations of Labor Code §§ 201, 201.3, 202, 203, 204, 221, 222, 223,
11 226, 226(a), 226.7, 246, 510, 512, 1174(d), 1182.11, 1197, 1198, 1198.5, and 2802.

12 72. As a result, pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, applicable IWC Wage Order
13 and Labor Code provisions, and other California laws Plaintiff brings a cause of action to recover an award
14 of civil penalties authorized by Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 2699(a) and
15 (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California
16 law including as follows.

17 72.1. Pursuant to Labor Code § 210, for Defendants' violations of IWC Wage Order § 4
18 and Labor Code §§ 201.3 and 204, Plaintiff seeks an award and Defendants' payment of civil penalties
19 "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or
20 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
21 failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

22 72.2. Pursuant to Labor Code § 225.5, for Defendants' violations of Labor Code §§ 221,
23 222, or 223, Plaintiff seeks an award and Defendants' payment of civil penalties "[f]or any initial violation,
24 one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent violation,
25 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
26 plus 25 percent of the amount unlawfully withheld."

27 72.3. Pursuant to Labor Code § 226.3, for Defendants' violations of IWC Wage Orders
28 and Labor Code § 226(a), Plaintiff seeks an award and Defendants' payment of civil penalties "in the

1 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
2 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
3 fails to provide the employee a wage deduction statement or fails to keep the records required in
4 subdivision (a) of Section 226.”

5 72.4. Pursuant to Labor Code § 248.5, for Defendants’ violations of IWC Wage Orders
6 and Labor Code § 246, Plaintiff seeks an award and Defendants’ payment of civil penalties “for each day
7 or portion thereof that the violation occurred or continued . . . the dollar amount of paid regular hourly
8 rates days withheld from the employee multiplied by three; or two hundred fifty dollars (\$250), whichever
9 amount is greater.”

10 72.5. Pursuant to Labor Code § 558(a), for Defendants’ violations of IWC Wage Orders
11 §§ 3, 11, and 12, and Labor Code §§ 226.7, 510, and 512, Plaintiff seeks an award and Defendants’
12 payment of civil penalties “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for
13 each pay period for which the employee was underpaid” and “[f]or each subsequent violation, one hundred
14 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
15 addition to an amount sufficient to recover underpaid wages.”

16 72.6. Pursuant to Labor Code § 1174.5, for Defendants’ violations of Labor Code §
17 1174(d), Plaintiff seeks an award and Defendants’ payment of civil penalties “of five hundred dollars
18 (\$500).”

19 72.7. Pursuant to Labor Code § 1197.1, for Defendants’ violations of IWC Wage Order
20 § 4 and Labor Code §§ 1182.11 and 1197, Plaintiff seeks an award and Defendants’ payment of civil
21 penalties “[f]or any initial violation that is intentionally committed, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee is underpaid” and “[f]or each subsequent
23 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for
24 each pay period for which the employee is underpaid regardless of whether the initial violation is
25 intentionally committed.”

26 72.8. In the alternative, pursuant to Labor Code § 2699(f), for Defendants’ violations of
27 the IWC Wage Order and Labor Code provisions alleged herein, Plaintiff seeks an award and Defendants’
28 payment of civil penalties of “one hundred dollars (\$100) for each aggrieved employee per pay period for

1 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation.”

3 **PRAYER FOR RELIEF**

4 Plaintiff, individually, and on behalf of all other persons similarly situated and aggrieved
5 respectfully prays for relief against Defendants, and each of them, as follows:

6 1. For compensatory damages in an amount to be ascertained at trial as alleged herein for
7 unpaid minimum wage including regular rate compensation, unpaid overtime wage compensation, unpaid
8 meal period and rest period premium wages, failure to indemnify employees for necessary expenditures
9 and/or losses incurred in discharging their duties, failure to furnish accurate itemized wage statements,
10 and failure to pay all wages due to discharged and quitting employees;

11 2. For liquidated damages pursuant to Labor Code §§ 1194.2 and 1197.1;

12 3. For actual and/or statutory damages and/or penalties according to proof including, but not
13 limited to, all penalties authorized by Labor Code §§ 203 and 226(e);

14 4. For interest on unpaid wages and unreimbursed amounts pursuant to Labor Code §§ 218.6,
15 1194, 2802, Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
16 interest;

17 5. For reasonable attorneys’ fees and costs pursuant to Labor Code §§ 1194, 2699(g)(1),
18 2802(b), Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys’ fees and
19 costs;

20 6. For an accounting of all monies due to Plaintiff and Class Members arising from
21 Defendants’ unfair and unlawful business practices;

22 7. For restitution of all monies due to Plaintiff and Class ~~Members~~, as well as disgorgement
23 of profits arising from Defendants’ unlawful business practices and unfair competition;

24 8. For preliminary and permanent injunctive relief enjoining Defendants from further
25 violating the relevant provisions of the IWC Wage Orders and Labor Code cited, and from engaging in
26 the unlawful business practices and unfair competition complained of, herein;

27 9. For an order requiring and certifying the first through eighth causes of action as a class
28 action;

10. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class counsel;

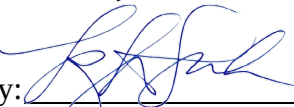
11. For all civil penalties and other recoveries according to proof including, but not limited to, the amount of all civil penalties or other amounts authorized by Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 2699(a) and (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California law; and

12. For such further relief the Court deems just and proper.

DATED: November 22, 2023

Respectfully Submitted,

LOYR, APC

By: 
YOUNG W. RYU
ZACHARIAH E. MOURA
ROY K. SUH
KEE SEOK MAH

Attorneys for Plaintiff PAMELA CASTRO

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable as a matter of right by jury.

DATED: November 22, 2023

Respectfully Submitted,

LOYR, APC

By: 
YOUNG W. RYU
ZACHARIAH E. MOURA
ROY K. SUH
KEE SEOK MAH

Attorneys for Plaintiff PAMELA CASTRO