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Attorneys for Plaintiffs JESSE GIL,
individually and on behalf of all other similarly situated employees

[additional counsel continued on next page]

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF FRESNO

JESSE GIL, and DANIEL AYALA,
individually and on behalf of all other
similarly situated employees,

Plaintiffs,

vs.

OUTBACK, INC., a California Corporation,
an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. 21CECG03273

CLASS ACTION

**SECOND AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**
- 10. Failure to Pay All Wages**
- 11. Failure to Provide Recovery Periods**

DEMAND FOR JURY TRIAL

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1 Plaintiffs JESSE GIL (“Plaintiff Gil”), and Plaintiffs Daniel Ayala (“Plaintiff Ayala”) (Plaintiff
2 Gil and Plaintiff Ayala sometimes collectively referred to as “Plaintiffs”) on behalf of themselves and all
3 other similarly situated employees, hereby file this Second Amended Complaint against Defendants
4 OUTBACK, INC., a California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively
5 referred to as “Defendants”). On information and belief, Plaintiffs allege the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiffs for failure to pay minimum wages, failure to pay overtime wages, meal period violations, rest
9 period violations, wage statement violations, failure to timely pay final wages, failure to reimburse
10 expenses, failure to pay all wages, failure to provide recovery periods, and unfair competition.

11 2. This proposed class and representative action seeks, *inter alia*, unpaid wages (including
12 sick pay, vacation pay, prevailing wage pay, minimum, regular, overtime, and double time wages),
13 compensation for non-compliant meal periods, rest periods, recovery periods, waiting time penalties,
14 itemized wage statement penalties, civil penalties, business expense reimbursements, liquidated damages,
15 interest, reasonable attorneys’ fees, and costs. Plaintiff’s action is brought under, *inter alia*, the California
16 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code
17 of Regulations, California Business & Professions Code sections 17200 *et seq.*, California Civil Code
18 section 3289, California Code of Civil Procedure section 1021.5, and California Labor Code (“Labor
19 Code”) sections 200, 201, 202, 203, 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 227.3, 233, 234, 246,
20 510, 511, 512, 558, 558.1, 1171, 1774, 1174.5, 1811, 1815, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800,
21 2802, and 2804.

22 3. Under the California Unfair Competition Law, Business and Professions Code
23 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute,
24 Plaintiffs, on behalf of themselves and the proposed Class, seek declaratory relief, injunctive relief, and
25 restitution of all benefits Defendants have received from their employees due to their unlawful business
26 practices, including but not limited to, their failure to timely provide minimum, regular, overtime, and
27 double time compensation due for all hours worked during and upon separation of employment, failure to
28

1 reimburse business expenses, failure to provide compliant meal periods and rest breaks to their employees
2 or compensation in lieu thereof, and failure to provide accurate itemized wage statements.

3 **JURISDICTION AND VENUE**

4 4. This Court has jurisdiction over all causes of action asserted herein pursuant to California
5 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
6 California Business and Professions Code, and Wage Order No. 16 and pursuant to the California
7 Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all cases
8 except those given to other trial courts. All claims alleged herein arise under California law for which
9 Plaintiffs seek relief authorized by California law. Further, this is a class action pursuant to California
10 Code of Civil Procedure section 382 and representative action under PAGA. As such, the monetary
11 damages, restitution, penalties, and other amounts sought by Plaintiffs exceed the minimal jurisdictional
12 limits of the Superior Court and will be established according to proof at trial. The Court also has
13 jurisdiction over certain causes of action pursuant to California Business & Professions Code sections
14 17203 and 17204, which provide for exclusive jurisdiction for enforcement of this statute in any court of
15 competent jurisdiction.

16 5. Venue is proper pursuant to Civil Procedure Code §§ 395 and 395.5, and under California
17 Business & Professions Code section 17203 in that Defendants reside in Fresno County. In addition, some
18 of the wrongful acts and violations of law asserted herein occurred within Fresno County, and Defendants'
19 obligation to pay wages arose in Fresno County pursuant to *Madera Police Officers Assn. v. City of*
20 *Madera*, 36 Cal.3d 403, 414 (1984).

21 6. Plaintiff Gil sought permission pursuant to California Labor Code section 2699 *et seq.* to
22 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
23 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
24 Plaintiff Gil gave written notice via online submission to the Labor and Workforce Development Agency
25 ("LWDA") on approximately October 21, 2021. Plaintiff Gil provided facts and legal basis for his claims
26 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
27 of action. Plaintiff Gil also submitted the \$75.00 filing fee. The August 21, 2021, notice was also sent
28 via certified mail to Defendant on the same day. To date, the LWDA has not provided any response to

1 Plaintiff Gil's notice correspondence. Accordingly, Plaintiff Gil has exhausted all administrative remedies
2 pursuant to the PAGA and may bring this action on behalf of himself and all similarly situated employees,
3 *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*
4 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but are not limited
5 to the following: all individuals who have, or continue to, perform work for Defendants in California as
6 hourly, non-exempt employees at any time from October 21, 2020, to the present. On November 3, 2023,
7 Plaintiff Ayala gave written notice of the specified provisions alleged to have been violated, including the
8 facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written
9 notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice
10 via the Department of Industrial Relations' website. More than 65 days have passed since Plaintiff Ayala
11 submitted his PAGA notice to the LWDA without notice from the LWDA about any intent to investigate
12 the identified claims. Accordingly, Plaintiff Ayala has exhausted the procedural requirements under Labor
13 Code section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties individually
14 and all other aggrieved employees under PAGA.

15 PARTIES

16 7. Plaintiff Gil is an individual over the age of eighteen (18) and is a resident of the State of
17 California.

18 8. Plaintiff Ayala is an individual over the age of eighteen (18) and is a resident of the State
19 of California.

20 9. On information and belief, Plaintiffs allege, OUTBACK, INC., is now and/or at all times
21 mentioned in this Complaint was a California Corporation and the owner and operator of an industry,
22 business and/or facility doing business in the State of California.

23 10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter
24 egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are
25 liable for the actions herein alleged. Plaintiffs are informed, believe and thereon alleges that at all relevant
26 times each DOE Defendant was a parent, sister, or related corporate entity of defendants, or an owner,
27 employee or agent of defendants, and each related entity, and was acting with the knowledge and
28 authorization of each of the other Defendants. Plaintiffs are informed, believe and thereon allege that each

1 of the Defendants sued as DOES 1 through 100 participated in, received the benefit of, or was in some
2 way responsible for one or more of the wrongful acts and omissions and some portion of the damages
3 alleged herein. Plaintiffs will seek to amend this Complaint to allege the true names and capacities of
4 these DOE Defendants when they are ascertained.

5 11. At all times mentioned herein, each Defendant was the agent or employee of each of the
6 other Defendants and was acting within the course and scope of such agency or employment. The
7 Defendants are jointly and severally liable to Plaintiff.

8 12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
9 were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise,
10 and were acting within the course and scope of, and in pursuance of said joint employment, joint venture,
11 partnership and common enterprise.

12 13. Defendants, and each of them, now and/or at all times mentioned in this Complaint
13 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14 14. Plaintiffs is informed, believes and thereon alleges, that there exists a unity of interest in
15 ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
16 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
17 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
18 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out their
19 business in the business name, exercising complete control and dominance over such business; (2) that
20 Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices to avoid
21 individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were without the
22 financial solvency and responsibility required by law; and (3) that all of the assets of the Defendants have
23 been transferred to DOES 1 through 50, inclusive, or some other individual or entity which he or she owns
24 or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with
25 no assets. Further, Plaintiffs is informed, believes and thereon alleges, that there exists a principal-agency
26 relationship between and among Defendants.

27 15. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices, wrongs,
28 complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

16. Plaintiffs bring the First through Eighth and Tenth through Eleventh Causes of Action on behalf of themselves and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

All non-exempt employees who have or continue to work for Defendants from November 3, 2017, to the present.

17. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiffs at this time, Plaintiffs is informed and believes that Defendants have employed as many as one hundred (100) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants paid Plaintiffs and putative class members for all hours worked;
- (2) Whether Defendants paid Plaintiffs and putative class members all overtime wages they were owed;
- (3) Whether Defendants had a policy or practice of failing to take into account different rates of pay paid to Plaintiffs and putative class members, including shift differentials and prevailing wages, to calculate their regular rates of pay;

- 1 (4) Whether Defendants failed to authorize and permit Plaintiffs and putative class
2 members to take meal periods;
- 3 (5) Whether Defendants failed to authorize and permit Plaintiffs and putative class
4 members to take rest periods;
- 5 (6) Whether Defendants failed to authorize and permit second meal periods and third
6 rest periods when Plaintiffs and putative class members worked over 10 hours in a
7 day;
- 8 (7) Whether Defendants failed to authorize and permit Plaintiffs and putative class
9 members to begin meal periods before the end of their fifth hour of work;
- 10 (8) Whether as a result of Defendants' policies and practices Plaintiff's and putative
11 class members received all wages, due and owing, at the time of their termination
12 or separation; and
- 13 (9) Whether Defendants provided Plaintiff's and putative class members with wage
14 statements that complied with Labor Code section 226.
- 15 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class.
16 The putative class also sustained damages arising out of Defendants' common course of
17 conduct in violation of the law as complained of herein. Plaintiffs and all members of the
18 putative class were non-exempt employees who were not paid for all hours worked and all
19 overtime wages earned, did not receive all meal and rest periods, and were not reimbursed
20 for the use of their personal cellphones. Additionally, Defendants issued Plaintiffs and all
21 members of the putative class wage statements that did not comply with Labor Code
22 section 226 and failed to timely pay them their final wages. As a result, Plaintiffs and each
23 member of the putative class will have suffered the same type of harm and seek the same
24 type of recovery based on the same legal theories.
- 25 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the
26 putative class. For all relevant times, Plaintiffs resided in California and worked for
27 Defendants in California. Moreover, Plaintiffs is an adequate representative of the putative
28 class as Plaintiffs has no interests that are adverse to those of putative class members.

1 Additionally, Plaintiffs has retained counsel who has substantial experience in complex
2 civil litigation and wage and hour matters.

3 (e) Superiority: A class action is superior to other available means for the fair and efficient
4 adjudication of the controversy since individual joinder of all members of the putative class
5 is impracticable. Class action treatment will permit a larger number of similarly situated
6 persons to prosecute their common claims in a single forum simultaneously, efficiently,
7 and without the unnecessary duplication of effort and expense that numerous individual
8 actions would engender. Further, as damages suffered by each individual member of the
9 class may be relatively small, the expenses and burden of the individual litigation would
10 make it difficult or impossible for individual members of the class to redress the wrongs
11 done to them, and an important public interest will be served by addressing the matter as a
12 class action. The cost to the court system of adjudication of such individualized litigation
13 would be substantial. Individualized litigation would also present the potential for
14 inconsistent or contradictory judgments.

15 18. Plaintiffs reserve the right pursuant to California Rules of Court, Rule 3.764 and 3.765, to
16 amend or modify the respective definitions of the Class and/or to provide greater specificity and/or further
17 division into subclasses or limitation to particular issues based on further investigation and discovery.

18 19. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
19 management of this action that would preclude its maintenance as a class action.

20 **GENERAL ALLEGATIONS**

21 20. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 19 as though fully
22 set forth herein.

23 21. Plaintiff Gil worked for Defendants from approximately December 2017 to September 1,
24 2021, as hourly, non-exempt employee. Similarly situated employees also worked for Defendants as non-
25 exempt, hourly employees. Plaintiffs and similarly situated employees performed work hauling and
26 delivering concrete to and from public and private construction sites throughout central California.

27 22. Plaintiffs and similarly situated employees worked on prevailing wage jobs, as well as non-
28 prevailing wage jobs for Defendants. Sometimes Plaintiffs and similarly situated employees would work

1 non-prevailing wage jobs and prevailing wage jobs in the same day and/or the same workweek. Although
2 Defendants paid Plaintiffs and similarly situated employees some prevailing wages owed, Defendants
3 failed to pay Plaintiffs and similarly situated employees all prevailing wages they were entitled to. There
4 were also numerous instances where Defendants only paid Plaintiffs and similarly situated employees
5 their non-prevailing wage rates rather than the correct prevailing wage rates even though Plaintiffs and
6 similarly situated employees were working on government funded projects and construction worksites.
7 Plaintiffs are informed and believe that Defendants were aware that the work performed was subject to
8 prevailing wage law and that Defendants lacked any good faith basis for failing to pay the prevailing wage
9 rates, including overtime based on the prevailing wage rates.

10 23. In addition to failing to pay the prevailing wage rate, Plaintiffs and similarly situated
11 employees were not paid minimum or overtime wages for all hours worked. For instance, per company
12 policy, Plaintiffs and similarly situated employees were required to arrive prior to the start of their shifts
13 to clean and prepare their vehicles and were not paid for this time. Additionally, there were instances
14 when Plaintiffs and similarly situated employees would have to attend mandatory meetings, drive trucks
15 in need of repair to the repair shops, and complete post-shift paperwork and were, similarly, not paid for
16 this time.

17 24. Plaintiffs and similarly situated employees worked over eight (8) hours and/or 10 hours in
18 a day and/or forty (40) hours in a week and/or over eight (8) hours per workday on the seventh consecutive
19 day of work on numerous occasions and were not properly paid overtime wages for this time. Defendants'
20 practices and policies deprived Plaintiffs and similarly situated employees of minimum, regular, overtime,
21 and/or double time wages for work they performed off the clock. Defendants required Plaintiffs and
22 similarly situated employees to complete work- related tasks off the clock, such as communicating with
23 Defendants and completing concrete preparation and application. Furthermore, Defendants rounded
24 Plaintiffs' and similarly situated employees' hours worked, thereby depriving them of wages for all hours
25 worked at the legally mandated rates. Further, Defendants failed to provide Plaintiffs and similarly situated
26 employees with potable water. Defendants did not compensate Plaintiffs and similarly situated employees
27 for all hours worked because Plaintiffs and similarly situated employees were regularly on-duty during
28 their meal and/or rest periods. By failing to account for all hours worked, as described above, and by

1 failing to account for the value of all payments made when calculating the regular rate of pay, including
2 blending prevailing wage and non-prevailing wage earnings in the same workweek, Defendants failed to
3 pay Plaintiffs and similarly situated employees all overtime wages owed, all meal and rest period
4 premiums owed, and sick leave wages due.

5 25. Similarly, when Plaintiffs and similarly situated employees were paid multiple different
6 base wage rates, for instance, driving the Slider truck, Defendants failed to consistently incorporate this
7 higher hourly wage rate into the regular rate of pay for the purposes of calculating overtime, meal and rest
8 periods premiums, and sick leave pay.

9 26. In addition to not being correctly paid overtime and prevailing wages, Plaintiffs and
10 similarly situated employees were sometimes not paid overtime wages when they worked more than eight
11 (8) hours in a day at more than one project location. For instance, Defendants would often have Plaintiffs
12 and similarly situated employees work on both a prevailing wage project and private project in a single
13 day. Even though the second project would often run into overtime, Plaintiffs and similarly situated
14 employees would, nonetheless, only be paid for the second project at their regular, base rate of pay. These
15 hours were recorded on separate time sheets and not aggregated for daily or weekly overtime purposes.

16 27. Defendants, further, did not authorize and permit Plaintiffs and similarly situated
17 employees to take a full, uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10)
18 minute rest periods every four (4) hours or major fraction thereof. Indeed, it was Defendants' policy not
19 to provide drivers with ten (10) minute rest breaks, and the policy they did have for rest breaks was
20 defective on its face because it only permitted rest breaks every four (4) hours for non-drivers.

21 28. In addition to missing a vast majority of their rest breaks, due to the demands of the job
22 and directives of dispatchers and managers, Plaintiffs and similarly situated employees often missed their
23 first lunch breaks, or, in this least, their lunch breaks were late and/or cut short. Specifically, Plaintiffs
24 and similarly situated employees frequently had their meal periods shortened, interrupted, late, and/or
25 missed altogether due to Defendants' practice of understaffing and prioritizing work demands over taking
26 compliant breaks. In fact, Plaintiffs and similarly situated employees were directed by upper management
27 and training personnel to log a meal break even when they were not able to take one. Not only did
28 Defendants' end of year bonus payments penalize Plaintiffs and similarly situated employees for missed

breaks, Plaintiffs and similarly situated employees would get in trouble with management for not logging meal breaks even when they were unable to take them. Like first meal periods, Plaintiffs and similarly situated employees were also regularly deprived of the ability to take second meal periods or third rest periods when they work over ten (10) or twelve (12) hours in a day. Moreover, Defendants rounded Plaintiffs and similarly situated employees' time punches for meal periods. Further, Defendants failed to provide Plaintiffs and similarly situated employees with potable water, causing Plaintiffs and/or similarly situated employees to spend time obtaining potable water during their meal period. Also, Defendants failed to compensate Plaintiffs and similarly situated employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of the Labor Code and the applicable IWC Wage Orders.

29. Defendants never scheduled rest breaks for Plaintiffs and similarly situated employees and Plaintiffs and similarly situated employees were never authorized and permitted to take rest breaks. Further, Defendants failed to provide Plaintiffs and similarly situated employees with potable water, causing Plaintiffs and/or similarly situated employees to spend time obtaining potable water during their rest break. Defendants also failed to adopt and implement a practice of providing third rest breaks when Plaintiffs and similarly situated employees worked over 10 hours. Notwithstanding the above rest break violations, Defendants failed to compensate Plaintiffs and similarly situated employees with an additional hour of pay at their regular rate of pay for every day in which they suffered a rest period violation. Accordingly, Employer violated the Labor Code and the applicable IWC Wage Orders.

30. Plaintiffs are informed, believe, and thereon allege that Defendants failed to authorize or permit Plaintiffs and similarly situated employees from taking recovery periods. Specifically, Plaintiffs and similarly situated employees were required to work outdoors at various construction sites during hot days, including during summer, without access to shade or recovery periods to cool down and prevent heat illness. Defendants also failed to provide Plaintiffs and similarly situated employees with access to potable water at jobsites and suitable seating in violation of the Labor Code, IWC Wage Orders, and/or the California Occupational Safety and Health Act of 1973 ("OSHA").

31. Defendants also did not timely pay Plaintiffs and similarly situated employees all wages owed to them. Specifically, Defendants failed to pay Plaintiffs and similarly situated employees all wages

1 they earned between the 1st and 15th days of the month between the 16th and the 26th day of the month
2 during which the work was performed, and all wages they earned between the 16th and the last day of the
3 month between the 1st and 10th day of the following month.

4 32. Finally, Defendants failed to reimburse Plaintiffs and similarly situated employees for all
5 expenses they incurred for work, including the use of their personal cellphones and tools required for
6 work. For instance, Plaintiffs and similarly situated employees used their phones to clock in and out of
7 work, to communicate with other staff and management during their shift, and for GPS to locate delivery
8 sites. Despite this, Defendants failed to have any policy or practice to reimburse them for such use.
9 Further, Plaintiffs and similarly situated employees were required to clean, wash, and iron their uniforms,
10 which were the Defendants' property, without any reimbursement for the costs of cleaning, washing, and
11 ironing. Also, Plaintiffs and similarly situated employees were required to purchase tools and/or other
12 equipment without reimbursement in order to carry out their job duties.

13 33. As a result of these practices, Defendants failed to provide Plaintiffs and similarly situated
14 employees with accurate wage statements. The wage statements did not accurately itemize Plaintiff's and
15 similarly situated employees' total hours worked, all applicable hourly rates in effect during the pay period
16 and the corresponding number of hours worked at each hourly rate, and the correct amount of gross and
17 net wages.

18 34. At the time of Plaintiff's and similarly situated employees' termination and/or separation,
19 Plaintiffs and similarly situated employees had regular and overtime, double time wages owing to them,
20 meal and rest period premiums, vacation pay and paid sick time. To date, Defendants have not paid
21 Plaintiffs and similarly situated employees these unpaid wages.

22 **PUBLIC POLICY CONSIDERATIONS**

23 35. Employers in the State of California violate employment and labor laws every day. Current
24 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former
25 employees are fearful of bringing actions because they believe their former employers might damage their
26 future endeavors through negative references and/or other means. Class actions provide similarly situated
27 employees who are not named in the action with a type of anonymity that allows for the vindication of
28 their rights while affording them privacy protections.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 36. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 35 as though fully
6 set forth herein.

7 37. During the period Plaintiffs were employed by Defendants, Defendants were required to
8 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess of
9 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
10 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 16, section (3)(A);
11 Cal. Lab. Code §§ 510, 1194.

12 38. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
13 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
14 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours worked
15 at their regular rate of pay.

16 39. Plaintiffs and similarly situated employees were not exempt from overtime protections
17 employees under the California Wage Orders and Labor Code.

18 40. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
19 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
20 the extent pertinent as if set forth here in full.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES**
23 **(As to all Defendants)**

24 41. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 40 as though fully
25 set forth herein.

26 42. For the period preceding the filing of this Complaint, Defendants were required to
27 compensate Plaintiffs and similarly situated employees with at least California's applicable minimum for
28 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 16, section 4(A); Cal. Lab. Code §
1194.43. Plaintiffs were not exempt to the State's Minimum Wage Order. Defendants were aware of
their obligation to pay the minimum wage for each hour worked but failed to do so.

43. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

44. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 43 as though fully set forth herein.

45. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

46. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

47. Section 11 of the applicable IWC Wage Orders state that “[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

48. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from requiring any employee to work during a meal period mandated by any California statute, regulation, standard or order. If an employer fails to provide an employee with a meal period in accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is noncompliant.

49. California Labor Code section 512 and Wage Order No. 16 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

50. Defendants employed Plaintiffs and similarly situated employees for periods of more than

1 five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at
2 least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours
3 in a day. Defendants also failed to allow Plaintiffs and similarly situated employees to take their first meal
4 period before the completion of their fifth hour of work and failed to allow Plaintiffs and similarly situated
5 employees to take their second meal period before the completion of their tenth hour of work. Plaintiffs
6 and similarly situated employees did not waive their rights to all meal periods throughout their
7 employment.

8 51. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable
9 meal period premiums for any such missed meal breaks.

10 52. Plaintiffs are informed, believe, and thereon allege that Class Members did not voluntarily
11 waive their meal periods.

12 53. Plaintiffs are informed, believes, and thereon allege that Defendants, through their conduct
13 described herein, have committed an “intentional theft of wages in an amount greater than nine hundred
14 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
15 aggregate from two or more employees...in any consecutive 12-month period” within the meaning of
16 California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiffs and
17 similarly situated employees of wages, as defined in Labor Code section 200, gratuities, as defined in
18 Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the
19 wages, gratuities, benefits, or other compensation is due to Plaintiffs and similarly situated employees
20 under the law Plaintiffs is informed, believe, and thereon allege that meal period premiums are wages,
21 gratuities, benefits, or other compensation within the meaning of California Penal Code section 487m.
22 Plaintiffs and the similarly situated employees he seeks to represent are thus entitled to recover from
23 Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal
24 Code section 496(c).

25 54. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees
26 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
27 the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

55. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 54 as though fully set forth herein.

56. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

57. California Labor Code section 226.7 and Wage Order No. 16, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

58. Section 12 of the applicable IWC Wage Order provides in relevant part that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

59. Plaintiffs alleges that Defendants failed to authorize and permit Plaintiffs and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

60. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable rest period premiums for any such missed rest periods.

61. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs and Class Members have sustained and continue to sustain damages, including loss of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To the extent such

unpaid premiums or rest period violations are deemed unpaid wages, Plaintiffs will also seek attorneys' fees and costs pursuant to statute.

62. Plaintiffs is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiffs and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiffs and Class Members under the law Plaintiffs is informed, believes, and thereon alleges that rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of California Penal Code section 487m. Plaintiffs and the Class Members he seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code section 496(c).

63. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

64. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 64 as though fully set forth herein.

65. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and

1 *the last four digits of his or her social security number or an employee*
2 *identification number other than a social security number, (8) the name*
3 *and address of the legal entity that is the employer and, if the employer is*
4 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
5 *name and address of the legal entity that secured the services of the*
6 *employer, and (9) all applicable hourly rates in effect during the pay*
7 *period and the corresponding number of hours worked at each hourly rate*
8 *by the employee. The deductions made from payment of wages shall be*
9 *recorded in ink or other indelible form, properly dated, showing the*
10 *month, day, and year, and a copy of the statement and the record of the*
11 *deductions shall be kept on file by the employer for at least three years at*
12 *the place of employment or at a central location within the State of*
13 *California.*

14 66. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
15 knowing and intentional failure by an employer to provide an accurate itemized wage statement to recover
16 the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation in a
17 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to an award
18 of costs and attorneys' fees.

19 67. Section 7 of the IWC Wage Orders requires Defendants to maintain time records showing,
20 among other things, when the employee begins and ends each work period, meal periods taken, and total
21 daily hours worked in an itemized wage statement, and must show all deductions and reimbursements
22 from payment of wages, and accurately report total hours worked by Plaintiffs and similarly situated
23 employees. Plaintiffs are informed, believe, and thereon allege that Defendants have knowingly and
24 intentionally failed to comply with the IWC Wage Orders.

25 68. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an itemized
26 statement or failed to provide an accurate and complete itemized statement showing the requirements set
27 forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all
28 applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked
and corresponding rates of pay, gross and net wages earned, and the correct entity name and address on
wage statements, among other things, making it difficult for Plaintiffs and similarly situated employees to
determine whether they were paid correctly for all hours worked, which deductions were made, and the
extent of any underpayment. Plaintiffs have had to file this lawsuit in order to determine the extent of the
underpayment of wages, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not
have had to engage in these efforts and incur these costs had Defendants provided the accurate wages

1 earned. This has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from
2 Defendants. Defendants' violations of Labor Code section 226(a) prevented Plaintiffs and similarly
3 situated employees from knowing, understanding and disputing the wages paid to them, and resulted in
4 an unjustified economic enrichment to Defendants.

5 69. Plaintiffs and similarly situated employees were not able to promptly and easily determine
6 their total hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated
7 employees suffered confusion over whether they received all wages owed and were prevented from
8 effectively challenging information on their wage statements.

9 70. Plaintiffs and similarly situated employees are therefore entitled to the damages and
10 penalties provided for under Labor Code section 226(e).

11 71. Plaintiffs and Class Members are also entitled to injunctive relief under Labor Code section
12 226(h), compelling Defendants to comply with Labor Code section 226, and seek the recovery of
13 attorneys' fees and costs incurred in obtaining this injunctive relief.

14 72. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
15 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
16 the extent pertinent as if set forth here in full.

17 **SIXTH CAUSE OF ACTION**
18 **WAITING TIME PENALTIES**
19 **(As to all Defendants)**

20 73. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 72 as though fully
21 set forth herein.

22 74. An employer must pay an employee who is terminated all unpaid wages immediately upon
23 termination. *See* Cal. Lab. Code § 201.

24 75. An employer must pay an employee who resigns all unpaid wages within seventy-two (72)
25 hours of their resignation. *See* Cal. Lab. Code § 202.

26 76. At all relevant times, Defendants had a duty to comply with Labor Code sections 201, 202,
27 and 203, and the applicable IWC Wage Orders and California Code of Regulations. Defendants failed to
28 comply with these final paycheck requirements with respect to Plaintiffs and similarly situated employees.

1 77. Plaintiffs and similarly situated employees did not receive all wages, including minimum
2 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
3 within the required time after their separation from employment.

4 78. An employer who willfully fails to pay an employee wages in accordance with California
5 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
6 days. *See* Cal. Lab. Code § 203.

7 79. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
8 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs
9 and similarly situated employees weren't paid all their final wages. Defendants had knowledge that their
10 meal and rest period policies and practices failed to authorize and permit all meal and rest period owed,
11 which resulted in missed meal and rest periods. Defendants also had knowledge that they were paying
12 Plaintiffs' and similarly situated employees' multiple different rates of pay but failed to take them into
13 account for the purpose of calculating Plaintiff's and similarly situated employees' regular rates of pay.
14 Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet
15 Defendants still refused to pay the remaining wages owed.

16 80. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
17 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
18 thirty (30) days for Defendants' failure to pay all wages due.

19 **SEVENTH CAUSE OF ACTION**
20 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

21 81. Plaintiffs incorporates by reference and re-alleges paragraphs 1 through 80 as though fully
22 set forth herein.

23 82. California Labor Code section 2802(a) states that "An employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
26 unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

27 83. Labor Code section 2802(b) authorizes employees to recover in a court action interest
28 which shall accrue from the date on which the employee incurred the necessary expenditure or loss. Labor

1 Code section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
2 Code section 2802, to also recover attorneys' fees and costs.

3 84. Defendants required Plaintiffs and similarly situated employees to use their personal
4 phones and vehicles for work purposes but failed to reimburse them for such use. For example, Plaintiffs
5 and similarly situated employees were required to use their personal cell phones to discuss work-related
6 matters with Defendants' representatives, to download Defendants required timekeeping phone
7 application, and for other work purposes without any reimbursement. Further, Plaintiffs and similarly
8 situated employees were required to clean, wash, and iron their uniforms, which were the Defendants'
9 property, without any reimbursement for the costs of cleaning, washing, and ironing. Also, Plaintiffs and
10 similarly situated employees were required to purchase tools and/or other equipment without
11 reimbursement in order to carry out their job duties.

12 85. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
13 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
14 the extent pertinent as if set forth here in full.

15 **EIGHTH CAUSE OF ACTION**
16 **UNFAIR COMPETITION**
(As to OUTBACK, INC. and DOES 1 to 100)

17 86. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 85 as though fully
18 set forth herein.

19 87. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
20 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
21 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
22 California Business and Professions ("B&P") Code § 17200.

23 88. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and
24 harmful to Plaintiffs, Class Members, and Defendants' competitors. Plaintiffs seeks to enforce important
25 rights affecting the public interest within the meaning of California Code of Civil Procedure section
26 1021.5.

1 89. Plaintiffs and similarly situated employees were not paid all wages owed, including
2 minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses,
3 during their employment or any time thereafter.

4 90. Plaintiffs further allege that such actions and/or conduct constitute a violation of the
5 California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to
6 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

7 91. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the
8 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to restitution,
9 including, but not limited to, interest and penalties pursuant to Business & Professions Code sections
10 17203, 17208, violations of California Labor Code sections 204, 206, 210, 218, 221, 223, 224, 227.3,
11 226.7, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and
12 California Code of Regulations, all in an amount as yet unascertained but subject to proof at trial, for four
13 (4) years from the filing of this Action. Defendants also violated the law in the following respects:

- 14 a. Failing to provide compliant meal periods or compensation in lieu thereof in violation
15 of Labor Code sections 226.7 and 512;
- 16 b. Failing to authorize or permit rest breaks and/or provide compensation in lieu thereof
17 in violation of Labor Code section 226.7;
- 18 c. Failing to provide recovery periods without paying Plaintiffs and similarly situated
19 employees premium wages for every day in which a recovery period was not authorized
20 or permitted in violation of Labor Code section 226.7;
- 21 d. Failure to provide suitable seating and potable water in violation of Labor Code
22 sections 1198, 2441, and IWC Wage Order 16-2001.
- 23 e. Intentionally failing to provide Plaintiffs and similarly situated employees with
24 accurate itemized wage statements in violation of Labor Code section 226;
- 25 f. Failing to timely pay all earned wages to Plaintiffs and similarly situated employees
26 upon separation of employment in violation of Labor Code sections 201, 202, and 203;
- 27 g. Failing to reimburse Plaintiffs and similarly situated employees all necessary business
28 expenses in violation of Labor Code sections 2800 and 2802; and

1 h. Violations of the IWC Wage Orders for the same conduct above.

2 92. Defendants' course of conduct, acts, and practices in violation of California law mentioned
3 above each constitute a separate and independent violation of the UCL. Defendants' conduct described
4 herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.
5 The substantial harm to Plaintiffs and similarly situated employees in being wrongfully denied earned
6 wages, meal and rest periods, premium pay, and reimbursements outweighs the utility, if any, of
7 Defendants' policies or practices and, therefore, Defendants' actions described herein constitute an unfair
8 business practices or acts within the meaning of the UCL.

9 93. Plaintiffs further brings this cause of action on behalf of the proposed Class, seeking
10 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to compel
11 restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and premiums, etc.)
12 obtained by Defendants through the unfair and unlawful business practices described herein pursuant to,
13 *inter alia*, Business and Professions Code sections 17202, 17203, and 17208. Under the circumstances
14 alleged, it would be inequitable and result in a miscarriage of justice for Defendants to continue to retain
15 the property of Plaintiffs and similarly situated employees.

16 94. Defendants' failure to adopt and implement policies in accordance with and/or adhere to
17 these laws, all of which are binding upon and burdensome to Defendants' competitors, engenders an unfair
18 competitive advantage for Defendants against its competitors, thereby constituting an unfair business
19 practice, as set forth in the UCL.

20 95. Pursuant to California Business and Professions Code section 17203, as a direct and
21 proximate result of the unfair business practices of Defendants, Plaintiffs, individually, and on behalf of
22 others similarly situated, are entitled to equitable and injunctive relief, against such unlawful practices in
23 order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity
24 of lawsuits. Plaintiffs also seek an order enjoining Defendants to cease and desist from engaging in the
25 practices described herein.

26 96. Plaintiffs and similarly situated employees also request any other such legal and equitable
27 relief from Defendants' unlawful and willful conduct as the Court deems just and proper, including an
28

1 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent practices
2 alleged in this Complaint.

3 97. As a result of Defendants' unlawful and unfair business practices, Plaintiffs and similarly
4 situated employees are entitled to and seek other appropriate relief available under California Business &
5 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of himself and the Class, also seeks recovery
6 of attorneys' fees and costs of this action to be paid by Defendants as provided by California Code of Civil
7 Procedure section 1021.5.

8 98. Wherefore, Plaintiffs and the Class Members Plaintiffs seeks to represent request relief as
9 described herein and below.

10 **NINTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
12 **(As to all Defendants)**

13 99. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 98 as though fully
14 set forth herein.

15 100. Plaintiffs have alleged to the Labor Commissioner that Defendants have violated the
16 following provisions of the Labor Code in their dealings with him and other similarly situated current and
17 former employees:

- 18 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay
19 Overtime Wages)
- 20 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay
21 Minimum Wages)
- 22 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 16, §§ 11(A) and 11(B)
23 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code § 226.7 and Wage Order No. 16, § 12(A) (Failure to Provide
25 Rest Periods or Pay Premiums in Lieu Thereof)
- 26 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 27 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 28 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

101. Plaintiffs seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2). Plaintiffs seeks civil penalties against Defendant pursuant to California Labor Code sections 2699(a) and 2699.3.

102. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiffs may seek civil penalties for any alleged violation of the following provisions: subdivision (k) of section 96, sections 98.6, 201, 201.3, 201.5, 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 3073.6, 6310, 6311, and 6399.7.

103. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

- a. Violation of Labor Code sections 201-204, 206, 210, 221, 223, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay, and earned wages (including minimum, regular, overtime, and double time wages) owed to Plaintiffs and other similarly situated employees during employment and upon separation of employment;
- b. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to Plaintiffs and/or other similarly situated employees and failure to pay premium wages for missed meal periods;
- c. Violation of Labor Code section 226.7 for failure to permit rest breaks to Plaintiffs and/or other similarly situated employees and failure to pay premium wages for missed rest periods;
- d. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiffs and/or other similarly situated employees;
- e. Violation of Labor Code sections 226, 226.3, 1174, and 1174.5 for failure to calculate sick pay at the regular rate of pay for the workweek in which Plaintiffs and/or other similarly situated employees used paid sick time, or by dividing the Plaintiffs and/or other similarly situated employees' total wages, not including overtime premium pay, by the Plaintiffs and/or other similarly situated employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy Families Act of 2014;
- f. Violation of Labor Code sections 233 and 234 for failure to permit Plaintiffs and/or similarly situated employees to use in any calendar year the employee's accrued and available sick leave entitlement;
- g. Violation of Labor Code sections 227.3 for failure to provide to Plaintiffs and/or similarly situated employees accrual of vacation wages and failure to pay to Plaintiffs and/or similarly situated employees vested vacation wages;
- h. Violation of Labor Code sections 221, 223, and 224 for secretly paying Plaintiffs and/or

1 similarly situated employees less than the statutory or contractual rate;

- 2 i. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
3 records regarding the employment of Plaintiffs and/or other similarly situated
4 employees;
- 5 j. Violation of Labor Code sections 450, 2800, 2802, and 2804 for failure to reimburse
6 business expenses to Plaintiffs and other similarly situated employees;
- 7 k. Violation of Labor Code section 432.5 for requiring Plaintiffs and/or other similarly
8 situated employees or applicants for employment to agree, in writing, to terms or
9 conditions which Defendants knew to be prohibited by law;
- 10 l. Violation of Labor Code sections 6400, 6401, 6401.7, 6402, and 6403 for failure to
11 perform proper mold cleanup and remediation and water damage restoration after
12 significant water intrusion at Defendants' worksite(s);
- 13 m. Violation of Labor Code Section 1198 and the applicable IWC Wage Order for failure
14 to provide to Plaintiffs and/or other similarly situated employees an adequate supply of
15 potable water, soap or other suitable cleansing agent, and single use towels for
16 handwashing; and
- 17 n. Violation of Labor Code section 1199 for the foregoing Labor Code violations.

18 104. Labor Code section 226.3 provides: "[a]ny employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
20 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
21 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
22 statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties
23 provided for in this section are in addition to any other penalty provided by law."

24 105. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of
25 an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
26 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
27 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
28

1 pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred
2 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

3 106. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to maintain
4 accurate and complete payroll records showing the hours worked daily by and the wages paid to
5 employees.

6 107. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either
7 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any
8 employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the
9 commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
10 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for
11 which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two
12 hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
13 underpaid regardless of whether the initial violation is intentionally committed.

14 108. As set forth above, Defendants have violated numerous provisions of the Labor Code
15 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiffs also seeks
16 the civil penalties set forth in Labor Code sections 226.3, 226.8, 558, 1174.5, and 1197.1 individually, on
17 behalf of all aggrieved employees, and the State of California.

18 109. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged
19 violators and had one or more of the alleged violations committed against Plaintiffs, and therefore is
20 properly suited to represent the interests of all other aggrieved employees.

21 110. Plaintiffs have exhausted the procedural requirements under Labor Code section 2699.3 as
22 to Defendants and are therefore able to pursue a claim for penalties individually and on behalf of all other
23 aggrieved employees under the PAGA. Plaintiffs are also entitled to attorneys’ fees and costs.

24 111. As a proximate result of Defendants’ conduct, Plaintiffs and similarly situated employees
25 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
26 the extent pertinent as if set forth here in full.

TENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(As to All Defendants)

112. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 111 as though fully set forth herein.

113. At all relevant times, Defendants had a duty to comply with Labor Code sections 204, 206, 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1811, 1815, and the applicable IWC Wage Orders and California Code of Regulations.

114. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

115. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

116. Labor Code section 210 provides:

every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a citation or pursuant to Section 98.3.

117. Labor Code section 221 provides “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

118. Labor Code section 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

119. Labor Code section 224 prohibits any deduction from an employee’s wages which is not either authorized by the employee in writing or permitted by law.

1 120. Labor Code section 246 requires employers to provide and allow employees to use at least
2 24 hours, or three days, of paid sick leave per year.

3 121. Labor Code section 227.3 requires employers to pay terminated employees for their unused
4 paid vacation time at their final rate of pay.

5 122. At all times relevant, Labor Code section 510, and applicable sections of the California
6 Code of Regulations and the IWC Wage Orders applied to Plaintiffs' work with Defendants and continue
7 to apply to similarly situated employees' employment with Defendants. Labor Code section 510 and
8 applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work
9 performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one and
10 one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in a workday
11 must be compensated at the rate of no less than twice the regular rate of pay for an employee.

12 123. Labor Code section 558 provides "[a]ny employer or other person acting on behalf of an
13 employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours
14 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
15 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
16 for which the employee was underpaid in addition to an amount to recover underpaid wages. (2) For each
17 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)
19 Wages recovered pursuant to this section shall be paid to the affected employee."

20 124. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all
21 employees in California for all hours worked. Local minimum wage ordinances may provide for higher
22 minimum wage rates that must be paid to employees for all hours worked in those locales where each
23 local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the state
24 or local minimum wage, whichever is higher, for any hour of work.

25 125. Labor Code section 1194 provides that any employee receiving less than the legal
26 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a
27 civil action the unpaid balance of the full amount of the minimum wage or overtime compensation,
28 including interest thereon, reasonable attorney's fees, and costs of suit.

1 126. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
2 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

3 127. Labor Code section 1197 provides that the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to the employees, and the payment of a less wage than
5 minimum so fixed is unlawful.

6 128. Labor Code section 1198 prohibits employers from employing for longer hours or less
7 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by the
8 Labor Commissioner.

9 129. Labor Code Section 1811 provides: "The time of service of any workman employed upon
10 public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one
11 calendar week, except as hereinafter provided for under Section 1815."

12 130. Labor Code Section 1815 provides in relevant part: "work performed by employees of
13 contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public
14 work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the
15 basic rate of pay."

16 131. The failure to pay at least minimum wages to Plaintiffs and similarly situated employees
17 for each and every hour worked violates Labor Code sections 1182.11-1812.12, 1194, 1194.2, and 1197;
18 the applicable IWC wage order section 4; and Business & Professions Code.

19 132. The failure to pay designated wages to Plaintiffs and similarly situated employees for each
20 and every hour worked violates Labor Code sections 221 and 223; the applicable IWC wage order section
21 3; and Business & Professions Code.

22 133. Plaintiffs are informed, believe, and thereon allege that Plaintiffs and similarly situated
23 employees regularly worked in excess of eight (8), 10, and/or 12 hours per workday and over 40 hours
24 per workweek and were not paid all wages at their proper rate of pay for overtime, double time, sick pay,
25 vacation pay, and meal and rest period premiums, and off-the-clock work including due to rounding,
26 among other things.

27 134. Plaintiffs are informed, believe, and thereon allege that during the Class Period, Defendant
28 failed to pay Plaintiffs and Class Members all wages for hours worked (including sick pay, vacation pay,

1 prevailing wage pay, and minimum, regular, overtime, and double time wages) by failing to accurately
2 record all time worked, time shaving, auto-deducting missed or short meal periods, rounding time and
3 meal period punches, and requiring off-the-clock work without compensation, among other things.

4 135. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Plaintiffs and similarly situated employees have sustained and continue to sustain damages, including loss
6 of earnings from minimum, regular, overtime, and double time compensation due, in an amount to be
7 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

8 136. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct
9 described herein, have committed an "intentional theft of wages in an amount greater than nine hundred
10 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
11 aggregate from two or more employees...in any consecutive 12-month period" within the meaning of
12 California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiffs and
13 similarly situated employees of wages, as defined in Labor Code section 200, gratuities, as defined in
14 Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the
15 wages, gratuities, benefits, or other compensation is due to Plaintiffs and similarly situated employees
16 under the law. Plaintiffs and the similarly situated employees he seeks to represent are thus entitled to
17 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
18 California Penal Code section 496(c).

19 137. Wherefore, Plaintiffs and the similarly situated employees Plaintiffs seek to represent
20 request relief as described herein and below.

21 **ELEVENTH CAUSE OF ACTION**
22 **FAILURE TO PROVIDE RECOVERY PERIODS**
23 **(As to All Defendants)**

24 138. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 137 as though fully
25 set forth herein.

26 139. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7.

27 140. Labor Code section 226.7 requires employers to provide employees with a "recovery
28 period" which means a cooldown period afforded an employee to prevent heat illness. If an employer fails

1 to provide a recovery period, then “the employer shall pay the employee one additional hour of pay at the
2 employee’s regular rate of compensation for each workday that the . . . recovery period is not provided.”

3 141. Defendants did not implement a compliant recovery period policy or practice. Specifically,
4 access to shade and recovery periods were not provided to Plaintiffs and similarly situated employees who
5 performed construction work outdoors for Defendants during extremely hot days, especially during the
6 summer. Consequently, Plaintiffs and similarly situated employees did not receive paid recovery periods
7 and did not receive compensation in lieu thereof.

8 142. Defendants failed to pay Plaintiffs and similarly situated employees recovery period
9 premiums for noncompliant recovery periods pursuant to Labor Code section 226.7 and the applicable
10 IWC Wage Order.

11 143. As a result of Defendants’ failure to provide compliant recovery periods and pay recovery
12 period premiums to Plaintiffs and similarly situated employees in accordance with the IWC Wage Orders
13 and Labor Code sections 226.7, Plaintiffs and similarly situated employees suffered and continue to suffer
14 a loss of wages and compensation.

15 144. Because Plaintiffs and similarly situated employees were and/or are entitled to such
16 recovery periods or “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount
17 according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiffs will also
18 seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to
19 proof.

20 145. Plaintiffs are informed, believe, and thereon allege that Defendants, through their conduct
21 described herein, have committed an “intentional theft of wages in an amount greater than nine hundred
22 fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the
23 aggregate from two or more employees...in any consecutive 12-month period” within the meaning of
24 California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiffs and
25 similarly situated employees of wages, as defined in Labor Code section 200, gratuities, as defined in
26 Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the
27 wages, gratuities, benefits, or other compensation is due to Plaintiffs and similarly situated employees
28 under the law. Plaintiffs and the similarly situated employees they seek to represent are thus entitled to

1 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
2 California Penal Code section 496(c).

3 146. Pursuant to Code of Civil Procedure section 1021.5, Plaintiffs will seek attorneys' fees and
4 costs from Defendants in an amount subject to proof and approved by the Court.

5 **DAMAGES**

6 WHEREFORE Plaintiffs requests relief as follows:

- 7 1. A jury trial;
 - 8 2. As to the First Cause of Action:
 - 9 a. Wages in an amount to be proven at trial;
 - 10 b. Interest for the wages due pursuant to California Labor Code section 1194;
 - 11 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
12 Code section 1194;
 - 13 3. As to the Second Cause of Action:
 - 14 a. Wages in an amount to be proven at trial;
 - 15 b. Interest for the wages due pursuant to California Labor Code section 1194;
 - 16 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
17 Code section 1194;
 - 18 d. Liquidated damages pursuant to California Labor Code section 1194.2;
 - 19 4. As to the Third Cause of Action:
 - 20 a. Wages in an amount to be proven at trial;
 - 21 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
22 section 1021.5;
 - 23 5. As to the Fourth Cause of Action:
 - 24 a. Wages in an amount to be proven at trial;
 - 25 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
26 section 1021.5;
 - 27 6. As to the Fifth Cause of Action:
- 28

- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
7. As to the Seventh Cause of Action:
 - a. An amount to be proven at trial;
 - b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
8. As to the Eighth Cause of Action:
 - a. For restitution to Plaintiffs and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
 - b. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
 - c. For permanent injunctive relief described in the UCL cause of action;
9. As to the Ninth Cause of Action:
 - a. For civil penalties as provided in the Labor Code for each enumerated violation;
 - b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
 - c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

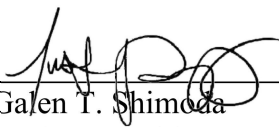
d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

10. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and for attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.6, 226, 1194, 2802 and California Code of Civil Procedure section 1021.5;
- d. Interest, and for prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, California Civil Code sections 3287 and 3289, and applicable law.

Dated: November 7, 2024

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Gil

Dated: November 7, 2024

Torres LLP

By: 
David Alami
Daniel J. Hyun
Attorneys for Plaintiff Ayala

Gil v. Outback, Inc.
Fresno County Superior Court of California 21CECG03273

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On November 20, 2024, I served the following documents on the party below:

• **SECOND AMENDED COMPLAINT FOR DAMAGES**

William M. Woolman (SBN: 145124)
Charles P. Hamamjian (SBN: 298685)
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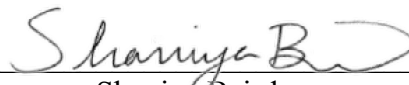
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on November 20, 2024, at Salt Lake City, Utah.


Shaniya Baird