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Attorneys for Plaintiff FLORENCIO MORA, and
on behalf of himself and all others similarly situated

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

FLORENCIO MORA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

IGT GLOBAL SOLUTIONS
CORPORATION, a Delaware corporation;
IGT, a Nevada corporation; ALBERT
TRUJILLO, an individual; MARIA BAKER,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22STCV05393

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO IDEMNIFY;
8. VIOLATION OF LABOR CODE § 227.3;
9. FAILURE TO TIMELY PAY WAGES;
10. UNFAIR COMPETITION;
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, CAL. LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, and 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW Plaintiff FLORENCIO MORA (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against IGT GLOBAL SOLUTIONS CORPORATION, and any of its respective subsidiaries or affiliated companies within the State of California (“IGTGSC”) and IGT and any of its respective subsidiaries or affiliated companies within the state of California (“IGT”) (IGTGSC and IGT, “Defendants”), on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as described herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (“Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff FLORENCIO MORA is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff FLORENCIO MORA as a non-exempt employee, with duties that included, but were not limited to, maintaining and servicing gambling technologies. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff FLORENCIO MORA worked for Defendants from approximately 2015 through approximately November of 2021.

1 **B. Defendants**

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

6 5. Plaintiff is informed and believes and based thereon alleges that IGT is, and at all
7 times relevant hereto was, a Nevada corporation and doing business in the County of Los Angeles,
8 State of California.

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

22 **JOINT LIABILITY ALLEGATIONS**

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

28 8. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate
2 employers, and the officers and management-level employees of said corporate employers. In
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
4 their said employees, agents, and representatives, and each of them; and upon completion of the
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
6 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
8 aforementioned corporate employees, agents and representatives.

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

11 **JURISDICTION**

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

14 11. Venue is proper in Los Angeles County, California pursuant to Code of Civil
15 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
16 causes of action complained of herein arose; the county in which the employment contract, or part
17 of it, between Plaintiff and/or Class Members, or some of them, and Defendants was due to be
18 performed; the county in which the employment contract, or part of it, between Plaintiff and/or Class
19 Members, or some of them, and Defendants was actually performed. Moreover, the unlawful acts
20 alleged herein have a direct effect on Plaintiff and Class Members in Los Angeles County, and
21 because Defendants employ numerous Class Members in Los Angeles County.

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

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

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

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

16. On or around February 7, 2022, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the February 7, 2022 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL BACKGROUND

18. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members, and Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff, Class Members, and Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day,

1 forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work
2 day in a work week by, among other things, failing to, at times, accurately track and/or pay for all
3 hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff, Class
4 Members, and Aggrieved Employees.

5 19. For at least four (4) years prior to the filing of this Action and continuing to the
6 present, Defendants have, at times, failed to pay minimum wages to Plaintiff, Class Members, and
7 Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a
8 result of, among other things, at times, failing to, at times, accurately track and/or pay for all hours
9 actually worked at their regular rate of pay that is above the minimum wage to the detriment of
10 Plaintiff, Class Members, and Aggrieved Employees.

11 20. For at least four (4) years prior to the filing of this Action and continuing to the
12 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and Aggrieved
13 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
14 which they worked more than five (5) hours in a work day and a second thirty (30) minute
15 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
16 and failing to, at times, provide compensation for such unprovided meal periods as required by
17 California wage and hour laws.

18 21. For at least four (4) years prior to the filing of this action and continuing to the
19 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
20 Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
21 hours worked or major fraction thereof and failed to, at times, provide compensation for such
22 unprovided rest periods as required by California wage and hour laws.

23 22. For at least three (3) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and Aggrieved
25 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
26 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
27 failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to
28 Labor Code section 227.3.

1 23. For at least one (1) year prior to the filing of this Action and continuing to the present,
2 Defendants have, at times, failed to furnish Plaintiff, Class Members, and Aggrieved Employees, or
3 some of them, with itemized wage statements that accurately reflect gross wages earned; total hours
4 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate; and other such information as required
6 by Labor Code section 226, subdivision (a). As a result thereof, Defendants have occasionally failed
7 to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross
8 and net wages paid.

9 24. For at least one (1) year prior to the filing of this action and continuing to the present,
10 Defendants have, at times, failed to pay Plaintiff, Class Members, and Aggrieved Employees, or
11 some of them, the full amount of their wages for labor performed in a timely fashion as required
12 under Labor Code section 204.

13 25. For at least three (3) years prior to the filing of this action and continuing to the
14 present, Defendants have, at times, failed to indemnify Plaintiff, Class Members, and Aggrieved
15 Employees, or some of them, for the costs incurred in the purchase of tools and equipment, as well
16 as the use of cellular phones for work-related purposes in direct consequence of the discharge of
17 their duties, or of their obedience to the directions of Defendants, as required by Labor Code 2802.

18 26. For at least one (1) year prior to the filing of this Action and continuing to the present,
19 Defendants have, at times, failed to furnish Plaintiff, Class Members, and Aggrieved Employees, or
20 some of them, with itemized wage statements that accurately reflect gross wages earned; total hours
21 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate; and other such information as required
23 by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further failed to
24 furnish employees with an accurate calculation of gross and net wages earned, as well as gross and
25 net wages paid.

26 27. For at least one (1) year prior to the filing of this action and continuing to the present,
27 Defendants have, at times, failed to pay Plaintiff, Class Members, and Aggrieved Employees, or
28 some of them, the full amount of their wages for labor performed in a timely fashion as required

1 under Labor Code section 204.

2 28. Plaintiff, on his own behalf and on behalf of Class Members, brings this action
3 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
4 227.3, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section
5 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
6 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure
7 to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay,
8 other such provisions of California law, and reasonable attorneys' fees and costs.

9 29. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
10 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
11 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
12 appropriate and effective means to prevent further violations, as well as all monies owed but
13 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
14 restitution of amounts owed.

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

19 **CLASS ACTION ALLEGATIONS**

20 31. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
21 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
22 and former non-exempt employees of Defendants within the State of California at any time
23 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
24 of the class action is provided to the class (collectively referred to as "Class Members").

25 32. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
26 to amend or modify the class description with greater specificity, further divide the defined class
27 into subclasses, and to further specify or limit the issues for which certification is sought.

28 33. This action has been brought and may properly be maintained as a class action under

1 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
2 of interest in the litigation and the proposed Class is easily ascertainable.

3 **A. Numerosity**

4 34. The potential Class Members as defined are so numerous that joinder of all the
5 members of the Class is impracticable. While the precise number of Class Members has not been
6 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
7 Members employed by Defendants within the State of California.

8 35. Accounting for employee turnover during the relevant periods necessarily increases
9 this number. Plaintiff alleges Defendants' employment records would provide information as to the
10 number and location of all Class Members. Joinder of all members of the proposed Class is not
11 practicable.

12 **B. Commonality**

13 36. There are questions of law and fact common to Class Members. These common
14 questions include, but are not limited to:

- 15 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
16 worked at a proper overtime rate of pay?
- 17 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
18 for all other time worked at the employee's regular rate of pay and a rate of pay that
19 is greater than the applicable minimum wage?
- 20 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
21 Class Members to take compliant meal periods?
- 22 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
23 with additional wages for missed or interrupted meal periods?
- 24 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
25 Class Members to take compliant rest periods?
- 26 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed rest periods?
- 28 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class

Members upon termination or resignation all wages earned?

H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

I. Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?

J. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

O. Are Class Members entitled to costs and attorneys' fees?

P. Are Class Members entitled to interest?

C. Typicality

37. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

38. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

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1 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
2 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
3 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
4 result of, including but not limited to, Defendants occasionally failing to accurately track and/or pay
5 for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiff and
6 Class Members.

7 46. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
8 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
9 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
10 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
11 applicable IWC Wage Orders, and California law.

12 47. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
13 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
14 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
15 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

16 **SECOND CAUSE OF ACTION**

17 **(Failure to Pay Minimum Wages – Against All Defendants)**

18 48. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 49. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

22 50. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
23 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
24 Defendants' control.

25 51. For four (4) years prior to the filing of the Complaint in this Action through the
26 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
27 their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class
28 Members.

52. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

53. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

54. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

55. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

56. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

58. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, on occasion, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not

1 provided compliant meal periods.

2 59. By their occasional failure to provide Plaintiff and Class Members compliant meal
3 periods as contemplated by Labor Code section 512, among other California authorities, and failing,
4 at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants
5 willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

6 60. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
7 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
8 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

9 61. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
10 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
11 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
12 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

13 **FOURTH CAUSE OF ACTION**

14 **(Failure to Provide Rest Periods – Against All Defendants)**

15 62. Plaintiff realleges and incorporates by reference all of the allegations contained in
16 the preceding paragraphs as though fully set forth hereat.

17 63. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by applicable Wage Orders.

19 64. California law and applicable Wage Orders require that employers “authorize and
20 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
21 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
22 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
23 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
24 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
25 thirty (30) minutes of paid rest period.

26 65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
27 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
28 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's

1 regular rate of compensation for each work day that the rest period is not provided.

2 66. For four (4) years prior to the filing of the Complaint in this Action through the
3 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
4 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
5 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
6 Member's regular rate of compensation on the occasions that Class Members were not authorized
7 or permitted to take compliant rest periods.

8 67. By their failure, on occasion to authorize and permit Plaintiff and Class Members to
9 take rest periods contemplated by California law, and one (1) additional hour of pay at the
10 employee's regular rate of compensation for such unprovided rest periods, as alleged above,
11 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
12 Orders.

13 68. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
14 have suffered damages in an amount, subject to proof, to the extent they were not paid additional
15 pay owed for rest periods that they were not authorized or permitted to take.

16 69. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
17 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
18 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
19 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

20 **FIFTH CAUSE OF ACTION**

21 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

22 70. Plaintiff realleges and incorporates by reference all of the allegations contained in
23 the preceding paragraphs as though fully set forth hereat.

24 71. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
26 Wage Orders.

27 72. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
28 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.

1 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
2 discharge immediately upon termination. Class Members who resigned were entitled to payment
3 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
4 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
5 unpaid at the time of resignation.

6 73. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
7 years before the filing of the Complaint in this Action through the present, Defendants, due to the
8 failure, at times, to provide overtime wages mentioned above, failed to, on occasion, pay Plaintiff
9 and Class Members all wages earned prior to resignation or termination in accordance with Labor
10 Code sections 201 or 202.

11 74. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
12 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
13 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
14 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
15 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
16 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
17 termination or resignation.

18 75. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
19 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
20 resignation, until paid, up to a maximum of thirty (30) days.

21 76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
23 prior to termination or resignation.

24 77. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
25 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
26 waiting time penalties, interest, and their costs of suit, as well.

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1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

3 78. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 79. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

7 80. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
8 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
9 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
10 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
12 employer, among other things.

13 81. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
14 before the filing of the Complaint in this Action through the present, Defendants failed to comply
15 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
16 failure, on occasion, to furnish Plaintiff and Class Members with accurate itemized statements that
17 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
18 and all applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate, among other things.

20 82. Defendants' failure to, on occasion, provide Plaintiff and Class Members with
21 accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
22 provide Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
23 provided wage statements that Defendants knew were not accurate.

24 83. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
25 have suffered injury. The absence of accurate information on Class Members' wage statements at
26 times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
27 mathematical computations to determine the amount of wages owed; causes difficulty and expense
28 in attempting to reconstruct time and pay records; and led to submission of inaccurate information

1 about wages and amounts deducted from wages to state and federal governmental agencies, among
2 other things.

3 84. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
4 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
5 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
6 pay period, not to exceed an aggregate \$4,000.00 per employee.

7 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
8 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
9 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
10 attorneys' fees, and costs of suit.

11 **SEVENTH CAUSE OF ACTION**

12 **(Violation of Labor Code § 2802 – Against All Defendants)**

13 86. Plaintiff realleges and incorporate by reference all of the allegations contained in the
14 preceding paragraphs as though fully set forth hereat.

15 87. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

17 88. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
18 his or her employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties . . .”

20 89. For three (3) years prior to the filing of the Complaint in this Action through the
21 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
22 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
23 obedience to the directions of Defendants that included, without limitation: using cellular phones
24 for work-related purposes.

25 90. During that time period, Plaintiff is informed and believes, and based thereon alleges,
26 that Defendants, at times, failed and refused, and still fail and refuse, on occasion, to reimburse
27 Plaintiff and Class Members for those losses and/or expenditures.

28 91. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members

1 have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
2 herein-described losses and/or expenditures.

3 92. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
4 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
5 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
6 costs of suit.

7 **EIGHTH CAUSE OF ACTION**

8 **(Violation of Labor Code § 227.3 – Against All Defendants)**

9 93. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 94. According to Labor Code section 227.3, whenever a contract of employment or
12 employer policy provides for paid vacations, and an employee is terminated without having taken
13 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
14 accordance with such contract of employment or employer policy respecting eligibility or time
15 served.

16 95. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
17 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
18 that Plaintiff's employment contract with Defendants included paid vacations.

19 96. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
21 employees or former employees within the State of California with compensation at their final rate
22 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

23 97. As a proximate result of Defendants' failure to pay vested vacation at the final rate
24 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
25 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
26 their final rate of pay, as set out in Defendants' policy or the contract of employment between
27 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

28 98. As a further proximate result of Defendants' above-described acts and/or omissions,

1 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
2 prejudgment interest.

3 **NINTH CAUSE OF ACTION**

4 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

5 99. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
6 incorporates each by reference as though fully set forth hereat.

7 100. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

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

14 102. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
15 independent and apart from, any other penalty provided in this article, every person who fails to pay
16 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
17 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
18 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
19 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
20 percent of the amount unlawfully withheld.”

21 103. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
22 before the filing of the Complaint in this Action through the present, Defendants employed policies
23 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
24 Labor Code section 204.

25 104. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
26 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one
27 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
28 for each subsequent violation in connection with each payment that was made in violation of Labor

1 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

2 105. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
3 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
4 interest, and their costs of suit, as well.

5 **TENTH CAUSE OF ACTION**

6 **(Unfair Competition – Against All Defendants)**

7 106. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs as though fully set forth hereat.

9 107. Plaintiff is informed and believes, and based thereon alleges that the unlawful
10 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
11 and Professions Code section 17200. Due to their participation at times in unlawful business
12 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
13 comparable companies doing business in the State of California that comply with their obligations
14 to compensate employees in accordance with the Labor Code.

15 108. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff
16 and Class Members have suffered injury in fact and lost money or property.

17 109. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
18 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
19 Code and requiring the establishment of appropriate and effective means to prevent further
20 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
21 including interest thereon, in which they had a property interest and which Defendants nevertheless
22 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
23 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
24 by their failure to comply with the Labor Code.

25 110. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
26 Procedure section 1032 and interest under Civil Code section 3287.

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ELEVENTH CAUSE OF ACTION

(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)

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

Civil Penalties Under Labor Code § 210

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

113. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(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.”

114. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

Civil Penalties Under Labor Code § 226.3

115. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees

1 with itemized wage statements that accurately reflect: gross wages earned; total hours worked; net
2 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate; and other such information as required by Labor Code
4 section 226, subdivision (a).

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

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

12 118. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
13 and have a policy or practice of failing to furnish non-exempt employees, including, without
14 limitation, Plaintiff, with itemized wage statements that accurately reflect: gross wages earned; total
15 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate; and other such information as required
17 by Labor Code section 226, subdivision (a).

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

23 Violation of Labor Code § 558

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

28 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each

1 pay period for which the employee was underpaid in addition to an amount sufficient
2 to recover underpaid wages;

3 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
4 employee for each pay period for which the employee was underpaid in addition to
5 an amount sufficient to recover underpaid wages;

6 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”
7 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, violated, or caused to be violated, the Labor Code sections described
9 herein, including causing Plaintiff and other Aggrieved Employees not to: be paid
10 with the rates of pay and overtime rates of pay applicable to their employment,
11 allowances claimed as part of the minimum wage, the regular payday designated by
12 Defendants, the name of the employer, including any “doing business as” names
13 used, the name, address and telephone number of the workers’ compensation
14 insurance carrier, information regarding paid sick leave, and other pertinent
15 information.

16 121. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
18 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
19 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
20 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

21 Violation of Labor Code § 1174.5

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

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

4 124. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
5 every person employing labor in California to “[k]eep, at a central location in the state or at the
6 plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
8 piece rate paid to, employees employed at the respective plants or establishments. These records
9 shall be kept in accordance with rules established for this purpose by the commission, but in any
10 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
11 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
12 earned.”

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

18 126. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
19 willfully failed keep adequate or accurate time records including wage statements and similar
20 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
21 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
22 under Labor Code section 1174.

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

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Violation of Labor Code § 1197.1

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

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

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

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

129. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages.

130. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
2 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
3 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
4 subsequent violation.

5 Civil Penalties Under Labor Code § 2699

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

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

18 133. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
19 each of them, violated the Labor Code sections described herein, including, without limitation, for
20 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
21 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
22 name of the employer, including any "doing business as" names used, the name, address and
23 telephone number of the workers' compensation insurance carrier, information regarding paid sick
24 leave, and other pertinent information required to be disclosed by Defendants under Labor Code
25 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid
26 sick leave required to be provided pursuant to California and local laws.

27 134. Moreover, Plaintiff and other Aggrieved Employees within the State of California
28 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in

1 connection with their herein-described claims for civil penalties.

2 **DEMAND FOR JURY TRIAL**

3 135. Plaintiff demands a trial by jury on all causes of action contained herein.

4 **PRAYER**

5 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
6 against Defendants as follows:

- 7 A. An Order certifying this case as a Class Action;
- 8 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
9 counsel as class counsel;
- 10 C. Damages for all wages earned and owed, including minimum and overtime wages
11 and unpaid wages for vested vacation time under Labor Code sections 203, 510,
12 227.3, 1194, 1197, and 1199;
- 13 D. Liquidated damages pursuant to Labor Code section 1194.2 and 2810.3;
- 14 E. Damages for unpaid premium wages from missed meal and rest periods under,
15 among other Labor Code sections, 512, and 226.7;
- 16 F. Penalties for inaccurate wage statements under Labor Code sections 226,
17 subdivision (e);
- 18 G. Damages for unpaid penalty wages under Labor Code sections 203;
- 19 H. Waiting time penalties under Labor Code sections 203;
- 20 I. Penalties to timely pay wages under Labor Code section 210;
- 21 J. Damages under Labor Code section 2802;
- 22 K. Penalties for failure to timely permit inspection of documents under Labor Code
23 sections 226, subdivision (b);
- 24 L. Preliminary and permanent injunction(s) prohibiting Defendants from further
25 violating the Labor Code and requiring the establishment of appropriate and
26 effective means to prevent further violations;
- 27 M. Restitution under Business and Professions Code section 17203;
- 28 N. Pre-judgment and post-judgment interest at the maximum rate allowed by law;

- 1 O. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
2 1174.5, 1197.1, and 2699;
3 P. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
4 210, 226.3, 558, 1174.5, 1197.1, and 2699;
5 Q. For costs of suit incurred herein;
6 R. For reasonable attorneys' fees; and
7 S. For such other and further relief as the Court deems just and proper.

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9 Dated: August 28, 2024

BIBIYAN LAW GROUP, P.C.
MIRACLE MILE LAW GROUP, LLP

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BY: Brandon M. Chang
DAVID D. BIBIYAN
BRANDON M. CHANG
STEVEN I. AZIZI
KATHERINE SHUAI
Attorneys for Plaintiff FLORENCIO MORA, and
on behalf of himself and all others similarly situated

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1450 Westwood Blvd,
Los Angeles, California 90024.

5 On August 28, 2024, and pursuant to the California Code of Civil Procedure section
6 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST**
7 **AMENDED COMPLAINT** to be served by electronic transmission via Case Anywhere to the
parties and/or counsel who are registered to use Case Anywhere and set forth in the below service
list:

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18 **Attorneys for Defendant IGT GLOBAL SOLUTIONS CORPORATION**

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed on August 28, 2024, at Los Angeles, California.

22
23 */s/ Jennifer Echeverria*
24 Jennifer Echeverria
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