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on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

BAY VALLEY SECURITY WAGE AND
HOUR CASES,

Included actions:
*Rosa Cornejo v. Bay Valley Security, Inc., et
al.*

*Brian Hayes v. Bay Valley
Security, Inc*

Case No.: 26CV200356
JCCP No. JCCP5380

Alameda Case No. 25CV106200 (*Cornejo*)
Stanislaus Case No. CV-25-000919 (*Hayes*)

[Assigned to: Honorable Patrick McKinney
Department 18]

**PLAINTIFF BRIAN HAYES' 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 TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE ATTORNEYS'

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GENERAL ACT (2004) FOR
VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5,
1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff BRIAN HAYES, on behalf of Plaintiff and all others similarly situated, alleges as
2 follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Bay
6 Valley Security, INC., and any of its respective subsidiaries or affiliated companies within the State
7 of California (“BAY VALLEY SECURITY” and collectively, with DOES 1 through 100, as further
8 defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt
9 California employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and
12 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
13 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
14 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
15 in connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
16 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.3, 510, 512, 551, 552, 558,
17 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1197.5, 2802, 2699, among others,
18 as well as applicable Wage Orders, Plaintiff seeks to represent all current and former employees that
19 worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks
20 to represent only non-exempt current and former employees that worked for Defendants during the
21 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
22 “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing
23 past the date of notice to the LWDA until judgement is entered.

24 **PARTIES**

25 **A. Plaintiff**

26 3. Plaintiff BRIAN HAYES is a resident of the State of California. At all relevant times
27 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
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1 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, monitoring the
2 poker room and bar, ensuring order, and empty cash boxes twice daily. Plaintiff is informed and
3 believes, and based thereon alleges, that Plaintiff BRIAN HAYES worked for Defendants from
4 approximately October of 2023 through approximately July of 2024.

5 **B. Defendants**

6 4. Plaintiff is informed and believes and based thereon alleges that defendant BAY
7 VALLEY SECURITY is, and at all times relevant hereto was, a Corporation organized and existing
8 under and by virtue of the laws of the State of California and doing business in the County of
9 Stanislaus, State of California. At all relevant times herein, BAY VALLEY SECURITY employed
10 Plaintiff and similarly situated employees within the State of California.

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

24 **JOINT LIABILITY ALLEGATIONS**

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

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

12 8. Plaintiff is further informed and believes and based thereon alleges that DOES 51
13 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor
14 Code provisions in violation of Labor Code section 558.1.

15 9. Plaintiff is informed and believes, and based thereon allege, that there exists such a
16 unity of interest and ownership between Defendants, and each of them, that their individuality and
17 separateness have ceased to exist.

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

20 **JURISDICTION**

21 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
22 Civil Procedure section 410.10.

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

4 **FACTUAL BACKGROUND**

5 13. For at least four (4) years prior to the filing of this action and continuing to the present,
6 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
7 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
8 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
9 consecutive work days in a work week without being properly compensated for hours worked in
10 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
11 worked on the seventh consecutive work day in a work week by, among other things, failing to
12 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
13 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
14 requiring Plaintiff and Class Members: to come early to work and leave late work without being able
15 to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
16 clocking out, to clock out for meal periods and continue working, to attend company meetings off the
17 clock, and/or to make phone calls off the clock; failing to include all forms of remuneration, including
18 non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other
19 forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and
20 the additional compensation was earned for the purpose of calculating the overtime rate of pay;
21 detrimental rounding of employee time entries, editing and/or manipulation of time entries, to the
22 detriment of Plaintiff and Class Members.

23 14. For at least four (4) years prior to the filing of this Action and continuing to the present,
24 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
25 them, in violation of California state wage and hour laws as a result of, among other things, at times,
26 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
27 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
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1 including, without limitation, by requiring Plaintiff and Class Members: to come early to work and
2 leave late work without being able to clock in for all that time, to complete pre-shift tasks before
3 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working,
4 to attend company meetings off the clock, to make phone calls off the clock; detrimental rounding of
5 employee time entries; editing and/or manipulation of time entries to show less hours than actually
6 worked; to the detriment of Plaintiff and Class Members.

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

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

18 17. For at least three (3) years prior to the filing of this action and continuing to the present,
19 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
20 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
21 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
22 premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

6 20. For at least three (3) years prior to the filing of this action and continuing to the present,
7 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
8 in laundering mandatory work uniforms and using cellular phones for work-related purposes.

9 21. For at least three (3) years prior to the filing of the action and continuing to the present,
10 Defendants have, at times, failed to return interest on deposits made by Plaintiff and Class Members,
11 or some of them.

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

16 23. For at least four (4) years prior to the filing of this action and continuing to the present,
17 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated
18 employees or former employees within the State of California with the rights provided to them under
19 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

20 24. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
21 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
22 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
23 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
24 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
25 penalties, requiring an agreement in writing to terms and/or conditions which Defendants know is
26 prohibited by law; failure to indemnify work-related expenses, failure to pay interest on deposits
27 made, failing to pay vested vacation time at the proper rate of pay, other such provisions of California
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1 law, and reasonable attorneys' fees and costs.

2 25. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
3 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
4 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
5 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
6 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
7 of amounts owed.

8 26. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
9 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
10 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
11 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
12 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
13 the sick pay was not provided at the proper regular of pay as required under California law due to
14 failure to properly calculate the regular rate. Plaintiff is further informed and believes that Defendants
15 also did not permit its use upon request by Defendants and other Aggrieved Employees as
16 contemplated under California and local laws, including, without limitation, under Labor Code section
17 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without
18 retaliation. Plaintiff is additionally informed and believes that the notice requirement of Labor Code
19 section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting.
20 Plaintiff is thus informed and believes that Defendants violated these Labor Code sections, as well as
21 Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered
22 violations under these sections and Defendants would be liable for civil penalties for violation of the
23 paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive,
24 or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff is further informed and
25 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
26 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
27 to Labor Code section 2699(f)(2)(B)(ii).

1 27. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
4 or hold employment under Labor Code section 432, personnel records under Labor Code section
5 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
6 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
7 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
8 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
9 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
10 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
11 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
12 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants required
14 or require the execution of a release of claim or right on account of wages due, or to become due, or
15 made as an advance on wages to be earned, including, without limitation, as a condition of being paid,
16 to execute a statement of the hours worked during a pay period in which Employer knew to be false.
17 As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor
18 Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved Employees have personally
19 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
20 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
21 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
22 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
23 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
25 has a practice or policy of relying on the salary history information of an applicant for employment
26 as a factor in determining whether to offer employment to an applicant or what salary to offer the
27 applicant in violation of Labor Code section 432.3 by including, on Defendants' application for
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1 employment, an inquiry regarding current and/or former salary history information, including, without
2 limitation, compensation and benefits of the applicant for employment. Plaintiff is informed and
3 believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other
4 reasons, Plaintiff is informed and believes, and based thereon alleges, that Employer has failed to pay
5 its employees at wage rates less than those paid to employees of the opposite sex and/or another race
6 or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and
7 responsibility, and/or performed under similar working conditions without sufficient legal rationale.
8 Finally, Plaintiff is informed and believes, and based thereon alleges, that Defendants discharged
9 and/or discriminated and/or retaliated against Plaintiff and Aggrieved Employees by reason of an
10 action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such,
11 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
12 limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Plaintiff also alleges that
13 Defendants and other Aggrieved Employees personally suffered these violations, and that Plaintiff
14 and other Aggrieved Employees are entitled to damages. Plaintiff is further informed and believes,
15 and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
17 sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
18 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 **CLASS ACTION ALLEGATIONS**

20 30. 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 and
22 former non-exempt employees of Defendants within the State of California at any time commencing
23 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
24 action is provided to the class (collectively referred to as "Class Members").

25 31. 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 into
27 subclasses, and to further specify or limit the issues for which certification is sought.
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1 32. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
3 interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

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

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

13 **B. Commonality**

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

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

2 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
3 Members upon termination or resignation all wages earned?

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

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

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

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

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

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

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

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

20 P. Are Class Members entitled to interest?

21 **C. Typicality**

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

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1 **D. Adequacy of Representation**

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

5 **E. Superiority of Class Action**

6 38. A class action is superior to other available means for the fair and efficient adjudication
7 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
8 and fact common to Class Members predominate over any questions affecting only individual Class
9 Members. Class Members, as further described therein, have been damaged and are entitled to
10 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
11 Labor Code at times, as set out herein.

12 39. Class action treatment will allow Class Members to litigate their claims in a manner
13 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
14 any difficulties that are likely to be encountered in the management of this action that would preclude
15 its maintenance as a class action.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 40. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
18 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
19 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys' fees
20 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

25 42. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
26 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
27 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
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1 PAGA Period.

2 43. Pursuant to Labor Code section 2699.3, on or around January 28, 2025, Plaintiff
3 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
4 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

5 44. Pursuant to Labor Code section 2699.3, on or around March 28, 2025, Plaintiff
6 provided an amended written notice of Defendants’ violation of various provisions of the Labor Code
7 to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA
8 Notice”).

9 45. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
11 calendar days of the PAGA Notice.

12 46. To the extent Defendants, or either of them, previously used the notice and cure
13 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
14 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
15 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
16 conference process pursuant to section 2699.3(f).

17 47. In the event that Defendants, or either of them, is/are determined to have satisfied
18 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
19 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
20 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

21 48. In the event that Defendants, or either of them, is/are determined to have, prior to this
22 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
23 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
24 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
25 2699(g)(1)-(3).

26 49. In the event that Defendants, or either of them is/are deemed to have adequately taken
27 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
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1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

3 50. In the event, the LWDA and/or a court issued a finding or determination to the
4 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
5 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
6 any of them, would be subject to heightened penalties pursuant to Labor Code sections
7 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor
8 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the
9 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as
10 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other
11 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,
12 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
13 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

14 **FIRST CAUSE OF ACTION**

15 **(Failure to Pay Overtime Wages – Against All Defendants)**

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

18 52. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
20 Wage Orders.

21 53. At all times relevant to this Complaint, Labor Code section 510 was in effect and
22 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
23 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
24 the rate of no less than one and one-half times the regular rate of pay for an employee."

25 54. At all times relevant to this Complaint, Labor Code section 510 further provided that
26 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
27 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
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1 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

2 55. Four (4) years prior to the filing of the Complaint in this Action through the present,
3 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
4 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
5 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
6 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
7 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
8 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
9 early to work and leave late work without being able to clock in for all that time, to complete pre-shift
10 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
11 continue working, to attend company meetings off the clock, and/or to make phone calls off the clock;
12 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
13 allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay
14 for the pay periods where overtime was worked and the additional compensation was earned for the
15 purpose of calculating the overtime rate of pay; and detrimental rounding of employee time entries,
16 editing and/or manipulation of time entries to the detriment of Plaintiff and Class Members.

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

22 57. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
23 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
24 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
25 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

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1 **SECOND CAUSE OF ACTION**

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

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

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

7 60. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
8 Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 61. For four (4) years prior to the filing of the Complaint in this Action through the present,
11 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
12 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off
13 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to
14 work and leave late work without being able to clock in for all that time, to complete pre-shift tasks
15 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
16 working, to attend company meetings off the clock, to make phone calls off the clock; detrimental
17 rounding of employee time entries; editing and/or manipulation of time entries to show less hours than
18 actually worked to the detriment of Plaintiff and Class Members.

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

22 63. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
23 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
24 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
25 reasonable attorneys' fees and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods – Against All Defendants)**

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

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

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

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

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

23 69. By their failure to provide Plaintiff and Class Members compliant meal periods as
24 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
25 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
26 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

7 **FOURTH CAUSE OF ACTION**

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

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

11 73. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by applicable Wage Orders.

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

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

24 76. For four (4) years prior to the filing of the Complaint in this Action through the present,
25 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-
26 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
27 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's
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1 regular rate of compensation on the occasions that Class Members were not authorized or permitted
2 to take compliant rest periods.

3 77. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
4 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
5 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
6 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

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

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

14 **FIFTH CAUSE OF ACTION**

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

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

18 81. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
20 Wage Orders.

21 82. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
22 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
23 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
24 immediately upon termination. Class Members who resigned were entitled to payment of all wages
25 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
26 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
27 time of resignation.

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

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

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

90. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were

1 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
2 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
3 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
4 of hours worked at each hourly rate, among other things.

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

12 92. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
13 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
14 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
15 statements that Defendants knew were not accurate.

16 93. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
17 suffered injury. The absence of accurate information on Class Members' wage statements at times
18 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
19 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
20 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
21 wages and amounts deducted from wages to state and federal governmental agencies, among other
22 things.

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

27 95. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
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1 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
2 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
3 and costs of suit.

4 **SEVENTH CAUSE OF ACTION**

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

6 96. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
7 incorporate each by reference as though fully set forth hereat.

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

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

14 99. 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.”

21 100. 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.

25 101. 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 hundred
27 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
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1 subsequent violation in connection with each payment that was made in violation of Labor Code
2 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

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

6 **EIGHTH CAUSE OF ACTION**

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

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

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

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

15 106. For three (3) years prior to the filing of the Complaint in this Action through the
16 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
17 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
18 obedience to the directions of Defendants that included, without limitation: laundering mandatory
19 work uniforms and using cellular phones for work-related purposes.

20 107. During that time period, Plaintiff is informed and believes, and based thereon alleges
21 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
22 Members for those losses and/or expenditures.

23 108. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
25 described losses and/or expenditures.

26 109. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
27 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
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1 for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

2 **NINTH CAUSE OF ACTION**

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

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

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

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

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

17 114. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
18 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
19 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
20 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and
21 Class Members, on the one hand, and Defendants, on the other hand.

22 115. As a further proximate result of Defendants' above-described acts and/or omissions,
23 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
24 prejudgment interest.

25 **TENTH CAUSE OF ACTION**

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

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

117. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

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

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

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

ELEVENTH CAUSE OF ACTION

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

121. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the

1 preceding paragraphs as though fully set forth herein.

2 Civil Penalties Under Labor Code § 210

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

8 123. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
9 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
10 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
11 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
12 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
13 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
14 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

15 124. At all relevant times herein, Defendants have had a consistent policy or practice of
16 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
17 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
18 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
19 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
20 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
21 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
22 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
23 connection with each payment that was made in violation of Labor Code section 204.

24 Civil Penalties Under Labor Code § 226.3

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

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

5 127. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
6 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
7 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
8 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
9 each employer with whom they have been placed to work; all applicable hourly rates in effect during
10 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
11 the employer and/or the name and address of the legal entity securing the employer’s services if the
12 employer is a farm labor contractor; and other such information as required by Labor Code section
13 226, subdivision (a).

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

19 Violation of Labor Code § 558

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

24 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
25 pay period for which the employee was underpaid in addition to an amount sufficient
26 to recover underpaid wages;

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

3 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

4 130. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
5 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
6 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections
7 203, 226, 226.7, 1194 and 2802.

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

13 Violation of Labor Code § 1174.5

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

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

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

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

10 136. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
11 willfully failed to keep adequate or accurate time records including wage statements and similar
12 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
13 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
14 under Labor Code section 1174.

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

19 Violation of Labor Code § 1197.1

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

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

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

10 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
11 203, recovered pursuant to this section shall be paid to the affected employee.”

12 139. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
13 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely
14 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved
15 Employees at the proper rates of pay, as described above.

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

22 Civil Penalties Under Labor Code § 2699

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

142. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

143. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

DEMAND FOR JURY TRIAL

145. Plaintiff demands a trial by jury on all causes of action one (1) through twelve (12) contained herein.

PRAYER

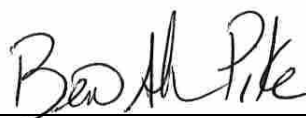
WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;

- 1 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 2 H. Penalties for failure to pay timely pay wages under Labor Code section 210;
- 3 I. Damages under Labor Code sections 2802 and 558.1;
- 4 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
- 5 1197.1, and 2699;
- 6 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
- 9 the California Labor Code and requiring the establishment of appropriate and
- 10 effective means to prevent future violations;
- 11 M. Restitution of wages and benefits due which were acquired by means of any unfair
- 12 business practice, according to proof;
- 13 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 14 O. For attorneys' fees in prosecuting this action;
- 15 P. For costs of suit incurred herein; and
- 16 Q. For such other and further relief as the Court deems just and proper.

17
18 Dated: July 30, 2026

BIBIYAN LAW GROUP, P.C.

19
20 BY: 
Bevin Pike

21 Attorneys for Plaintiff BRIAN HAYES and on
22 behalf of all others similarly situated
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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Blvd., Los Angeles, California 90024.

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Attorneys for Plaintiff Rosa Cornejo

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

Executed on July 30, 2026, at Los Angeles, California.

$$x + \Delta T$$