

JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff ALEXIS INGRAM
on behalf of the State of California and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALEXIS INGRAM, on behalf of the State of
California and all Aggrieved Employees,

Plaintiff,

v.

SPIN MASTER, INC, a Delaware
Corporation; INSIGHT GLOBAL, LLC, a
Delaware Limited Liability Company; and
DOES 1-100, inclusive,

Defendants.

Case No.: **25STCV09484**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, ALEXIS INGRAM, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants SPIN
3 MASTER, INC, a Delaware Corporation; INSIGHT GLOBAL, LLC, a Delaware Limited Liability
4 Company; and DOES 1-100, inclusive, (collectively referred to herein as “DEFENDANTS”).
5 PLAINTIFF is informed and believes and thereon alleges as follows:

6 **INTRODUCTION**

7 1. This is a representative action filed by PLAINTIFF on behalf of PLAINTIFF, all
8 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
9 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
10 for DEFENDANTS’ violations of the California Labor Code as alleged below.

11 **JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
13 California statutes, including but not limited to the PAGA, and decisional law and regulations.

14 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to
15 California Code of Civil Procedure section 395.5 because DEFENDANTS assigned PLAINTIFF to
16 work in this judicial district, DEFENDANTS transact business within this judicial district,
17 Defendant SPIN MASTER, INC maintains its principal place of business within this judicial district
18 and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood*
19 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is
20 proper in any county where the defendants committed Labor Code violations against some of its
21 employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure
22 because the cause, or some part of the cause, arose in the County of Los Angeles.

23 **THE PARTIES**

24 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
25 California and a citizen of the State of California.

26 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
27 of executive assistant and/or other similar titles/positions from May 2024 through February 2025.
28 PLAINTIFF was assigned by Insight Global to work at including but not limited to, Spin Master,

1 Inc's offices, facilities and/or other locations in Los Angeles, California. At times, PLAINTIFF
2 worked remotely for DEFENDANTS, and at other times during the relevant period, PLAINTIFF
3 worked at DEFENDANTS' offices or facilities/locations in Los Angeles, California..

4 6. Defendant, SPIN MASTER, INC ("Spin Master"), is a Delaware Corporation that,
5 at all relevant times, was authorized to do business within the State of California and is doing
6 business in the State of California. Spin Master is a logistics company that specializes in including
7 but not limited to, warehousing and/or distribution services.

8 7. Defendant, INSIGHT GLOBAL, LLC ("Insight Global"), is a Delaware Limited
9 Liability Company that, at all relevant times, was authorized to do business within the State of
10 California and is doing business in the State of California. Insight Global is a staffing company.

11 8. DEFENDANTS own, operate, manage and/or staff its employees to work at the
12 offices, home/remote offices, facilities and/or other location(s) in California, including but not
13 limited to, in Los Angeles County, California. DEFENDANTS, through its various locations, serve
14 the including but not limited to, consumer products and/or toy distribution industry.¹

15 9. The true names and capacities of the DOE Defendants sued herein as DOES 1
16 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
17 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
18 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
19 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
20 become known.

21 10. PLAINTIFF is further informed and believes that, at all relevant times, each
22 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
23 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
24 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
25 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
26 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
27 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant

28 ¹ See <https://www.spinmaster.com/en-US/> and <https://insightglobal.com>. Last visited on March 24, 2025.

1 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
2 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
3 controlled, aided and abetted the conduct of all other Defendants.

4 **JOINT LIABILITY**

5 11. Under California law, the definition of the terms “to employ” are broadly construed
6 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
7 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
8 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
9 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
10 was to reach situations in which multiple entities control different aspects of the employment
11 relationship. Supervision of the work, in the specific sense of exercising control over how services
12 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
13 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
14 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
15 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
16 California, applying a less stringent standard to what constitutes sufficient control by a business
17 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
18 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
19 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
20 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
21 employment,” *Id.* at 875 [emphasis added].

22 12. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
23 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
24 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
25 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
26 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
27 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
28 and Aggrieved Employees to work for them.

1 13. PLAINTIFF is informed and believes and thereon alleges that at all relevant times
2 Insight Global operated as a single integrated enterprise with common ownership and centralized
3 human resources. As a result, Insight Global utilized the same unlawful policies and practices across
4 all of their locations/facilities and subjected all of the Aggrieved Employees to these same policies
5 and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is
6 informed and believes that: (1) there is common ownership in, and financial control, in Insight
7 Global companies, (2) Insight Global utilize common management, who have control over the day-
8 to-day operations and employment matters, including the power to hire and fire, set schedules, issue
9 employee policies, and determine rates of compensation across its locations in California; (3) Insight
10 Global utilize the same policies and procedures for all California employees, including issuing the
11 same employee handbooks and other form agreements; (4) Insight Global use at least some of the
12 same Human Resources personnel and attorneys to oversee employment matters; and, (6) Insight
13 Global share employees.

14 14. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
15 to this Complaint, DEFENDANTS, and each of them, were the joint employers of PLAINTIFF and
16 Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and cause of action,
17 in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved
18 Employees' wages, hours and working conditions, and/or suffered or permitted them to work so as
19 to be considered the joint employers of PLAINTIFF and Aggrieved Employees.

20 15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
21 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
22 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
23 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
24 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
25 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
26 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
27 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
28 and other Aggrieved Employees' employment with or without cause. Upon information and belief,

1 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
2 writing the details of their compensation, and the manner in which they were to take meal and rest
3 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
4 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
5 collectively would evaluate their wage rates.

6 16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
7 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
8 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
9 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
10 PLAINTIFF seeks relief in this Complaint.

11 17. Moreover, based on information and belief, Insight Global hired PLAINTIFF and
12 entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's employment,
13 Insight Global maintained control over many aspects of PLAINTIFF's employment, including,
14 among other things, having the authority to discipline PLAINTIFF, change PLAINTIFF's job
15 assignment, change PLAINTIFF's work hours, change PLAINTIFF's rates of pay, and to terminate
16 PLAINTIFF's employment.

17 18. Based on information and belief, when PLAINTIFF was first hired, Insight Global
18 provided PLAINTIFF with orientation and training materials. Insight Global issued PLAINTIFF
19 written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of
20 PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and
21 belief, among other things, these policies provided that PLAINTIFF's weekly time records be
22 submitted to Insight Global, and Insight Global was supposed to process PLAINTIFF's time records
23 and pay PLAINTIFF for all hours worked. Insight Global exercised ultimate control over the
24 payment of PLAINTIFF's wages, as Insight Global issued PLAINTIFF PLAINTIFF's paychecks.
25 Finally, Insight Global directed PLAINTIFF to comply with Spin Master's policies and directions.
26 PLAINTIFF is informed and believes that Insight Global exercised the same control over, applied
27 the same policies and practices, and engaged in the same acts and omissions with regard to the other
28 Aggrieved Employees.

1 19. Spin Master similarly suffered or permitted PLAINTIFF to work for them or engaged
2 PLAINTIFF to work for them. PLAINTIFF is informed and believes that Spin Master entered into
3 a written agreement with Insight Global, pursuant to which Spin Master paid Insight Global to
4 provide it with workers, including PLAINTIFF, to conduct Spin Master's business operations –
5 namely, to work in Spin Master's offices, facilities and/or other location(s). Spin Master suffered or
6 permitted PLAINTIFF to work at Spin Master for the entirety of PLAINTIFF's employment.

7 20. Spin Master further exercised control over PLAINTIFF's wages, hours and working
8 conditions. Spin Master also: (1) set PLAINTIFF's work hours and provided his work schedule; (2)
9 provided PLAINTIFF with policies regarding meal periods and rest breaks, with which PLAINTIFF
10 was required to comply; (3) directly supervised PLAINTIFF's work through its employees; (4)
11 assigned PLAINTIFF's job duties and trained PLAINTIFF on said job duties; (5) exercised authority
12 to reprimand and counsel PLAINTIFF regarding any issues, including work performance; (6)
13 exercised authority to end PLAINTIFF's work assignment at any time, the effective termination of
14 employment; (7) required PLAINTIFF to record hours worked using Spin Master's timekeeping
15 system; (8) determined whether and when PLAINTIFF would receive meal periods and rest breaks;
16 (9) subjected PLAINTIFF to unlawfully scheduled meal periods and rest breaks; and, (10) was
17 responsible for maintaining PLAINTIFF's timekeeping records. On information and belief, Spin
18 Master issued further written policies and practices and guidelines governing PLAINTIFF's working
19 conditions with which PLAINTIFF was required to comply.

20 21. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
21 control over, applied the same policies and practices, and engaged in the same acts and omissions
22 with regard to all other Aggrieved Employees.

23 22. PLAINTIFF is informed and believes and thereon alleges that DEEFENDANTS
24 must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties
25 under PAGA, as the aforementioned entities engaged, suffered or permitted PLAINTIFF to perform
26 services from which DEFENDANTS benefited, and furthermore that the aforementioned entities
27 had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at
28 all relevant times herein, so as to be considered the joint employers of PLAINTIFF.

1 23. By reason of their status as joint employers of PLAINTIFF and Aggrieved
2 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
3 Code and applicable Wage Orders as to all Aggrieved Employees.

4 24. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
5 control over, applied the same policies and practices, and engaged in the same acts and omissions
6 with regard to the other Aggrieved Employees.

7 25. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must
8 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
9 PAGA, as the aforementioned entities engaged, suffered or permitted PLAINTIFF to perform
10 services from which they benefited, and furthermore that the aforementioned entities had the right
11 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
12 times herein, so as to be considered the joint employers of PLAINTIFF.

13 26. By reason of their status as joint employers of PLAINTIFF and Aggrieved
14 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
15 Code and applicable Wage Orders as to all Aggrieved Employees.

16 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

17 27. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
18 employer shall share with the labor contractor” all civil liability for the payment of wages to the
19 workers supplied by the labor contractor.

20 28. Insight Global is a “labor contractor” in that it supplies Spin Master with workers to
21 perform labor within Spin Master’ usual course of business. Lab. Code § 2810.3(a)(3).

22 29. Spin Master is a “client employer” in that it is a business entity that “obtains or is
23 provided workers to perform labor within its usual course of business” from labor contractor Insight
24 Global. Lab. Code § 2810.3(a)(1)(A). Moreover, Spin Master has a workforce of more than twenty-
25 five workers and is supplied with at least five (5) workers from a labor contractor at any given time.
26 Lab. Code § 2810.3(a)(1)(B).

27 30. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment
28 of wages to all workers supplied to Spin Master by Insight Global.

31. PLAINTIFF complied with all administrative requirements by providing notice by certified mail of the claims alleged herein to Spin Master. Lab. Code § 2810.3(d).

32. Any reference herein to any alleged act or omission by any DEFENDANT shall be deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly and severally.

PAGA ALLEGATIONS

33. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

- i. All non-exempt workers who were directly employed by Defendant INSIGHT GLOBAL, LLC - regardless of where those non-exempt workers were assigned or a staffed to work – in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).
- ii. All non-exempt workers who were assigned/staffed to work at any one or more of Defendant SPIN MASTER, INC’s location(s) in California, by Defendant INSIGHT GLOBAL, LLC and/or any other staffing/temporary service agencies, at any time during the PAGA Period.
- iii. All non-exempt workers who were directly employed by Defendant SPIN MASTER, INC at any location in California at any time during the PAGA Period.

34. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and personally suffered each of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

35. PLAINTIFF, on January 16, 2025, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that

1 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
2 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
3 certified mail.

4 36. The PAGA Notice outlined PLAINTIFF's claims for violations of the California
5 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
6 Employees.

7 37. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
8 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
9 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
10 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
11 Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

12 38. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
13 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
14 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

15 **FACTUAL ALLEGATIONS**

16 39. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
17 worked for DEFENDANTS in the State of California. At all times referenced herein,
18 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
19 permitted them to work.

20 40. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
21 of executive assistant and/or other similar titles/positions from May 2024 through February 2025.
22 PLAINTIFF was assigned by Insight Global to work at including but not limited to, Spin Master,
23 Inc's offices, facilities and/or other locations in Los Angeles, California. At times, PLAINTIFF
24 worked remotely for DEFENDANTS, and at other times during the relevant period, PLAINTIFF
25 worked at DEFENDANTS' offices or facilities/locations in Los Angeles, California. PLAINTIFF
26 typically worked forty (40) or more hours in a workweek.

27 41. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
28 DEFENDANTS as hours worked.

1 42. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
2 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
3 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
4 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
5 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
6 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
7 below.

8 43. Based on information and belief, DEFENDANTS implemented a policy and/or
9 practice of rounding meal period start and end times and/or automatically deducting at least thirty
10 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
11 PLAINTIFF and other Aggrieved Employees were not always relieved of all duties and
12 DEFENDANTS' control during unpaid meal periods and/or were otherwise not afforded lawful meal
13 periods, depriving PLAINTIFF and Aggrieved Employees of all wages owed.

14 44. For example, as explained herein, DEFENDANTS required PLAINTIFF to monitor
15 a work communication device or otherwise remain on duty during unpaid meal periods and at times
16 PLAINTIFF was required to take interrupted meal periods and/or shortened meal periods due to
17 including but not limited to, the need to respond to work-related calls and/or messages, resulting in
18 DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of
19 minimum wages and overtime wages.

20 45. Based on information and belief, Aggrieved Employees were not paid for all hours
21 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
22 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
23 the clock work policies and/or practices.

24 46. For example, DEFENDANTS issued wage statements to Aggrieved Employees that
25 demonstrate DEFENDANTS rounded Aggrieved Employees' total hours worked to at least the
26 nearest quarter, half and/or whole hour during many if not all pay periods during their employments,
27 resulting in DEFENDANTS' failure to compensate Aggrieved Employees for all hours worked and
28 the underpayment of wages owed to Aggrieved Employees.

1 47. For example, DEFENDANTS' wage statements for PLAINTIFF for including but
2 not limited to, the following pay periods evidence rounding of PLAINTIFF's total hours worked to
3 at least the nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to
4 compensate PLAINTIFF for all hours worked and the underpayment of wages owed: pay period for
5 9/15/24 - 9/21/24 showing precisely 16.000000 regular hours and precisely 5.000000 overtime
6 hours; pay period for 12/1/24-12/7/24 showing exactly 40.000000 regular hours worked and exactly
7 12.500000 overtime hours worked; pay period for 12/8/24 and ending on 12/14/24 showing precisely
8 40.000000 regular hours and precisely 11.500000 overtime hours; pay period for 12/15/24 -12/21/24
9 showing precisely 40.000000 regular hours and precisely 9.750000 overtime hours; pay period
10 beginning on 12/22/24-12/28/24, showing precisely 8.000000 regular hours and precisely 1.000000
11 overtime hours; pay period for 12/29/24/-1/4/25 showing precisely 16.000000 regular hours worked
12 and precisely 1.000000 overtime hours worked; and pay period for 1/5/25-1/11/25 showing precisely
13 32.000000 regular hours and precisely 1.500000 overtime hours.

14 48. Based on information and belief, DEFENDANTS' time/pay records for PLAINTIFF
15 and other Aggrieved Employees consistently show the same precise shift start time and same precise
16 shift end times and/or show shift start and end times that are rounded to at least the nearest quarter
17 hour.

18 49. Based on information and belief, DEFENDANTS did not provide any mechanism
19 for/instruct PLAINTIFF and other Aggrieved Employees to record on a daily basis their actual shift
20 start and end times, and DEFENDANTS did not record PLAINTIFF and other Aggrieved
21 Employees true shift start and end times. Rather, DEFENDANTS instructed PLAINTIFF and other
22 Aggrieved Employees to record/input at the end of each week that they started working at precisely
23 their scheduled shift start times and stopped working each day at precisely their scheduled shift end
24 time(s) and/or to round/shave time off their recorded total hours, which did not account for pre-shift
25 and/or post-shift off-the-clock work, which was unrecorded and uncompensated.

26 50. For example, based on information and belief, at times, Aggrieved Employees were
27 required to complete off-the-clock work outside of scheduled shifts due to including but not limited
28 to, work-related phone calls and/or messages they received to their phones and/or mobile devices

1 and were required to respond to, including but not limited to, communications from supervisors
2 regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to
3 Aggrieved Employees.

4 51. Based on information and belief, DEFENDANTS failed to pay Aggrieved
5 Employees for time they were required to spend completing orientation, policy questionnaires, time
6 spent completing the onboarding process and/or time spent reviewing various documents and
7 policies provided by DEFENDANTS.

8 52. As explained herein, based on further information and belief, DEFENDANTS
9 implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other
10 Aggrieved Employees of compensable time because the time-rounding system implemented by
11 DEFENDANTS would almost always, if not always, result in understating actual compensable work
12 time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices
13 resulted in the underpayment of minimum wages owed to PLAINTIFF and Aggrieved Employees
14 as well as unpaid overtime wages for those Aggrieved Employees who worked more than eight (8)
15 hours in a day and/or more than forty (40) hours in a week.

16 53. Based on information and belief, DEFENDANTS had actual and/or constructive
17 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
18 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
19 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
20 of California's minimum and overtime wage laws.

21 54. Based on information and belief, DEFENDANTS failed and continue to fail to pay
22 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
23 in a week.

24 55. Based on information and belief, DEFENDANTS failed and continue to fail to pay
25 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
26 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
27 a work week, in violation of California's overtime laws.

28 56. Based on information and belief, DEFENDANTS failed to incorporate all non-

1 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple
2 base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the
3 owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed
4 to PLAINTIFF and other Aggrieved Employees.

5 57. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
6 worked shifts of more than five (5) hours, entitling them to at least one meal period. However,
7 PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute
8 first and second meal periods. Based on information and belief, Aggrieved Employees were
9 consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being
10 forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal
11 periods due to understaffing, the nature and constraints of their job duties and/or commentary from
12 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

13 58. For example, PLAINTIFF and other Aggrieved Employees were sometimes forced
14 to work through part or all of their unpaid meal periods and/or were required to take untimely meal
15 periods on or after the fifth hour of work due to the need to complete assigned job duties.

16 59. Also, DEFENDANTS required PLAINTIFF to monitor a work communication
17 device and/or otherwise remain on duty during unpaid meal periods. Also, at times, PLAINTIFF
18 was required to take interrupted meal periods and/or shortened meal periods due to including but
19 not limited to, the need to respond to work-related calls and/or messages. This resulted in denied
20 meal periods and DEFENDANTS' failure to compensate PLAINTIFF for all hours worked.

21 60. Also, PLAINTIFF was sometimes forced to take late meal periods due to the need to
22 continue completing assigned job duties.

23 61. DEFENDANTS also required, suffered or permitted PLAINTIFF and other
24 Aggrieved Employees to record that they had taken at least a thirty-minute off-duty meal period
25 and/or would unlawfully edit the clock in and out times for PLAINTIFFS and/or other Aggrieved
26 Employees' meal periods in order to display at least a thirty minute off-duty meal period during
27 many if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or
28 constructive knowledge that DEFENDANTS had required, suffered or permitted PLAINTIFF and

1 other Aggrieved Employees' to perform work-related tasks during their meal periods/were not
2 relieved of all duties and DEFENDANTS' control during unpaid meal periods.

3 62. For example, based on information and belief, DEFENDANTS' time records for
4 PLAINTIFF and other Aggrieved Employees reflect a precisely thirty (30)-minute meal period
5 taken before the end of the fifth hour of work during many, if not all shifts worked, even though
6 PLAINTIFF and other Aggrieved Employees did not always receive legally compliant meal periods.

7 63. As explained herein, DEFENDANTS implemented policies and/or practices that
8 failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal
9 periods.

10 64. Based on information and belief, DEFENDANTS required Aggrieved Employees to
11 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
12 into account when scheduling meal periods for Aggrieved Employees. Based on information and
13 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

14 65. Based on information and belief, despite DEFENDANTS' failure to provide lawful
15 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
16 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
17 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
18 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
19 Employees did not receive lawful meal periods.

20 66. Moreover, based on information and belief, Aggrieved Employees who worked shifts
21 of more than ten hours did not receive a second legally compliant thirty (30) minute meal period.

22 67. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
23 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
24 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
25 did DEFENDANTS have any sort of compliant policy in practice.

26 68. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
27 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
28 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally

1 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
2 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
3 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

4 69. Based on information and belief, DEFENDANTS had actual and/or constructive
5 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
6 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
7 violation of California's meal period laws.

8 70. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees an
9 additional hour of wages at their respective regular rates of compensation for each workday a lawful
10 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
11 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
12 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
13 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
14 compensation for purposes of calculating the owed meal period premium.

15 71. For example, DEFENDANTS' wage statements issued to PLAINTIFF do not show
16 the payment of a single meal period premium even though PLAINTIFF did not always receive
17 legally compliant meal periods.

18 72. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
19 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
20 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
21 middle of the work period, as required by law.

22 73. PLAINTIFF and other Aggrieved Employees were not adequately informed,
23 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
24 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
25 the taking or timing of duty-free rest periods.

26 74. Based on information and belief, DEFENDANTS did not have a have a compliant
27 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
28 practice.

1 75. For example, based on information and belief, at times, PLAINTIFF and other
2 Aggrieved Employees were unable to take compliant rest periods due to their need to complete
3 assigned job duties/monitor work communication devices and/or were unable to take a net ten-
4 minute rest period in a suitable rest area and/or had purported rest periods restricted to
5 DEFENDANTS' premises/their workstations.

6 76. For example, at times, PLAINTIFF was unable to take an off-duty rest period at all
7 and/or was unable to take a timely, ten (10) minute, off-duty rest period due to the need to continue
8 completing assigned job duties and/or monitor a work-communication device.

9 77. Also, per DEFENDANTS unlawful rest period policies and practices, PLAINTIFF
10 was not afforded any version of a third rest period when PLAINTIFF worked shifts lasting more
11 than ten (10) hours, in violation of California rest period law.

12 78. Moreover, based on information and belief, DEFENDANTS failed to provide
13 Aggrieved Employees with any form of a third rest period on shifts lasting longer than ten (10)
14 hours.

15 79. Based on information and belief, DEFENDANTS implemented policies and/or
16 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
17 DEFENDANTS' control during rest periods.

18 80. Based on information and belief, Aggrieved Employees were pressured to complete
19 their work duties according to a designated schedule such that rest periods were only taken once
20 tasks were completed, and/or as time permitted.

21 81. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
22 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
23 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
24 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
25 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
26 shift differential pay, and/or other non-discretionary compensation into the regular rate of
27 compensation for purposes of calculating the owed rest period premium.

28 82. For example, DEFENDANTS' wage statements issued to PLAINTIFF do not show

1 the payment of a single rest period premium even though PLAINTIFF did not always receive legally
2 compliant rest periods.

3 83. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
4 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
5 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
6 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
7 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
8 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.

11 84. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
12 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
13 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF
14 and Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
15 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
16 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
17 other off-the-clock work policies and practices described above) which results in a violation of
18 Labor Code section 226(a).

19 85. Based on information and belief, wage statements issued by DEFENDANTS failed
20 to list the inclusive dates and/or correct inclusive dates of the pay period for which the Aggrieved
21 Employee is being paid, in violation of Labor Code section 226(a)(2) and/or Labor Code section
22 (a)(6).

23 86. For example, DEFENDANTS' wage statements issued to PLAINTIFF for including
24 but not limited to the following dates show PLAINTIFF earned "Retro Pay," however,
25 DEFENDANTS' wage statements do not identify the inclusive dates of the pay period during which
26 that retroactive pay was earned, in violation of including but not limited to, Labor Code section
27 226(a)(6): pay period for 10/6/24 – 10/12/24 showing 3.000000 hours of "Retro Pay" without
28 identifying the inclusive dates of the pay period during which those hours were worked/ that

1 retroactive pay was earned. DEFENDANTS also violated Labor Code section 226(a)(2) independent
2 of any derivative violations described herein by failing to list the correct total hours worked on the
3 wage statements during which the retroactive pay was earned/those retroactive hours were worked,
4 further failing to list on those wage statements all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee, in
6 violation of, including but not limited to, Labor Code section 226(a)(9).

7 87. Moreover, based on information and belief, DEFENDANTS issued wage statements
8 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
9 other things, failing to list the correct name and/or address of the legal entity that is the employer,
10 in violation of Labor Code section 226(a)(8).

11 88. Based on information and belief, wage statements issued by DEFENDANTS failed
12 to list all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
14 Code section 226(a)(9).

15 89. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
16 not include all of the statutorily required information, including but not limited to, the correct name
17 and/or address of the legal entity that is the employer.

18 90. Based on further information and belief, DEFENDANTS issued wage statements to
19 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
20 wages were paid in violation of Labor Code section 226.

21 91. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
22 Employees that were not accurate and did not include all of the statutorily required information. As
23 such, DEFENDANTS violated Labor Code section 226.

24 92. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
25 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
26 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
27 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
28 required by law, including but not limited to the following records: total daily hours worked,

1 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
2 began and ended each work period, time records of meal periods, and accurate itemized wage
3 statements.

4 93. DEFENDANTS have failed and continue to fail to keep accurate and complete
5 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
6 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
7 employer control during unpaid meal periods, failure to record the true start and end times of meal
8 periods, shift start times and shift end times, and other off-the-clock work policies and practices
9 described herein.

10 94. By failing to record the true start and end times of PLAINTIFF's and other Aggrieved
11 Employees' shifts and the true start and end times of PLAINTIFF's and other Aggrieved
12 Employees' meal periods, DEFENDANTS failed to keep accurate records and issue accurate wage
13 statements.

14 95. **Unreimbursed Business Expenses.** Based on information and belief,
15 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
16 as a direct consequence of the performance of their job duties without providing reimbursement, in
17 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
18 Aggrieved Employees were improperly required to provide and maintain work tools that are
19 supposed to be the responsibility of the employer.

20 96. Based on information and belief, DEFENDANTS shifted the costs of doing business
21 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
22 to, hand tools/equipment and/or the use of Aggrieved Employees' personal vehicles and/or personal
23 cell phones/mobile devices, internet and/or data usage for work-related purposes, including but not
24 limited to, to receive and respond to work-related messages and/or phone calls.

25 97. For example, based on information and belief, Aggrieved Employees were required
26 to receive and respond to work-related calls and/or messages from supervisors and/or other
27 employees regarding scheduling and/or other work tasks but were not reimbursed by
28 DEFENDANTS at all and/or in full for these business expenses.

1 98. For example, DEFENDANTS regularly required PLAINTIFF to use PLAINTIFF's
2 personal cell phone / mobile device to carry out PLAINTIFF's assigned job duties, including without
3 limitation for receiving and responding to work-related calls and/or messages from supervisors
4 and/or other employees regarding scheduling and/or other work tasks, but PLAINTIFF was not
5 reimbursed by DEFENDANTS at all and/or in full for these business expenses.

6 99. Based on information and belief, DEFENDANTS required PLAINTIFF and other
7 Aggrieved Employees to work remotely, including but not limited to, from their homes. As a result
8 of working from home, PLAINTIFF and other Aggrieved Employees were required to use their
9 home internet, electricity, and other utilities in the discharge of their job duties. Based on
10 information and belief, DEFENDANTS lacked and continue to lack a policy to reimburse
11 employees who regularly increased utility expenses as a result of working from home. PLAINTIFF
12 and other Aggrieved Employees' increased utility and internet expenses were expenses for which
13 DEFENDANTS were required to reimburse PLAINTIFF and other Aggrieved Employees a
14 reasonable percentage based on their required business use because said expenses were necessarily
15 incurred by PLAINTIFF and other Aggrieved Employees as a direct consequence of the discharge
16 of their duties of employment. However, DEFENDANTS failed to reimburse PLAINTIFF, other
17 Aggrieved Employees at all and/or in full for these business expenses incurred as a result of being
18 required to work from their homes, in violation of California law.

19 100. For example, at times during PLAINTIFF's employment, DEFENDANTS assigned
20 PLAINTIFF to work on a remote basis, from PLAINTIFF's home. PLAINTIFF necessarily
21 incurred business expenses as a result of being required to carry out PLAINTIFF's assigned job
22 duties from PLAINTIFF's home, including without limitation, internet/utility expenses, data plan
23 charges and/or other business expenses. However, DEFENDANTS failed to provide PLAINTIFF
24 with any and/or full reimbursement for PLAINTIFF's home internet expenses and/or utility
25 expenses incurred as a result of being required to perform PLAINTIFF's job duties remotely from
26 PLAINTIFF's home.

27 101. Based on information and belief, DEFENDANTS regularly failed to reimburse and
28 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section

1 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
2 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
3 assigned by DEFENDANTS.

4 102. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
5 for all reasonable expenses associated with carrying out their duties required that Aggrieved
6 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
7 2802.

8 103. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
9 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
10 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
11 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
12 accrued sick leave hours on the correct number of hours worked (as a result of the
13 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
14 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
15 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
16 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
17 compensation into the sick leave pay rate calculation.

18 104. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
19 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
20 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
21 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
22 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
23 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
24 used sick leave and the balance of paid sick leave.

25 105. Based on information and belief, throughout the relevant time period,
26 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
27 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
28 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least

1 prior to their respective separations, for as on several occasions thereafter, he or she would have
2 been entitled to use the banked sick leave and earn appropriate compensation.

3 106. Upon information and belief, DEFENDANTS failed and continue to fail to comply
4 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
5 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
6 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
7 wages.

8 107. As such, DEFENDANTS have violated California's paid sick leave laws and
9 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
10 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
11 unlawful practices and policies violate Labor Code sections 245-248.5.

12 108. **Unlawful Agreements.**

13 Unlawful Agreements.

14 109. Labor Code section 432.5 provides that "no employer...shall require any employee
15 or applicant for employment to agree, in writing, to any term or condition which is known by such
16 employer...to be prohibited by law." Based on information and belief, DEFENDANTS required
17 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
18 limited to unlawful releases, unlawful waivers, and/or other unlawful agreements as a condition of
19 obtaining and/or continuing employment in violation of Labor Code sections 432.5

20 110. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
21 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
22 432.5.

23 111. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
24 engaged in these same herein described unlawful practices, which led to violations of the California
25 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
26 unlawful practices to other Aggrieved Employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION
**VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS
2698, ET SEQ.**

**(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all
Defendants)**

112. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

Failure to Keep Accurate Records

113. California Labor Code § 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by all non-exempt employees. All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the times during which all owed meal periods were provided each day.

114. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate and complete records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

115. DEFENDANTS’ failure to keep “accurate and complete” payroll records for PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated.²

Meal Period Violations

116. California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and

² Labor Code § 2699(f); Labor Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); ; All applicable wage orders, § 20 (establishing that “in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”) (emphasis added).

1 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
2 *Court* (2012) 53 Cal.4th 1004.

3 117. Employers must also provide employees with a second duty-free, uninterrupted thirty
4 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
5 be provided before the end of the 10th hour of work. *Ibid.*

6 118. Employers covered by any and all applicable IWC Wage Orders have an obligation
7 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
8 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
9 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
10 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
11 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
12 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
13 provided”).

14 119. Employers must pay employees an additional hour of wages at the employees’
15 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
16 meal period, first meal period provided after five (5) hours, second meal period provided after 10
17 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
18 provide an employee a meal period in accordance with the applicable provision of this Order, the
19 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
20 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

21 120. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
22 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
23 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
24 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
25 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
26 periods completely.

27 121. Based on information and belief, DEFENDANTS had and continue to have a policy
28 of rounding the start and end times of employees’ meal periods and/or automatically deducting thirty

1 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
2 Aggrieved Employees did not receive compliant meal periods.

3 122. Moreover, based on information and belief, Aggrieved Employees did not receive a
4 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

5 123. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
6 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
7 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
8 violation of California's meal period laws.

9 124. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
10 periods in violation of California law and/or failed to pay the proper meal period premium for failure
11 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
12 differential pay and/or other non-discretionary compensation into the regular rate or compensation
13 for purposes of calculating the owed meal period premium.

14 125. These unlawful meal period policies and practices result in violations of Labor Code
15 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
16 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
17 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
18 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

19 **Rest Period Violations**

20 126. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
21 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
22 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
23 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
24 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
25 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
26 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
27 1029). The rest period requirement obligates employers to permit and authorize employees to take
28 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control

1 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
2 257. If the employer fails to provide any required rest period, the employer must pay the employee
3 one hour of pay at the employee's regular rate of compensation for each workday the employer did
4 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
5 applicable IWC Wage Order, §12(B).

6 127. Moreover, under California law rest periods must be a "net" ten minutes in a suitable
7 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
8 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
9 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
10 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
11 which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what
12 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
13 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
14 "onus is on the employer to clearly communicate the authorization and permission [to take rest
15 periods] to its employees.").

16 128. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
17 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
18 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
19 to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,
20 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
21 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

22 129. Based on information and belief, DEFENDANTS implemented policies and/or
23 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
24 employer control during rest periods. Based on further information and belief, Aggrieved
25 Employees were pressured to complete their work duties according to a designated schedule such
26 that rest periods were only taken once tasks were completed, and/or as time permitted.

27 130. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
28 first, second, or third rest periods as required by California law.

1 131. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
2 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
3 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
4 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
5 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
6 the regular rate of compensation for purposes of determining the owed rest period premium.

7 132. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
8 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
9 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

10 **Minimum and Overtime Wage Violations**

11 133. California law provides that employees in California must be paid for all hours
12 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
13 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
14 The minimum wage standard applies to each hour employees worked for which they were not paid.
15 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
16 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
17 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

18 134. California law also provides that employees in California must be paid overtime,
19 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
20 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
21 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
22 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
23 consecutive day of work in a work week. *Ibid.*

24 135. As explained above, DEFENDANTS violated California's minimum and overtime
25 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
26 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
27 start and end times and meal period start and end times), payment according to scheduled hours
28 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during

1 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
2 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

3 136. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
4 Aggrieved Employees for all hours worked.

5 137. Based on information and belief, DEFENDANTS had actual or constructive
6 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
7 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
8 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
9 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
10 Employees.

11 138. Based on information and belief, DEFENDANTS calculated the owed overtime
12 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
13 based on the minimum wage established for the cities and/or counties within which Aggrieved
14 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
15 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
16 above the California minimum wage rate.

17 139. Based on information and belief, DEFENDANTS failed and continue to fail to pay
18 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
19 in a week.

20 140. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
21 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
22 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
23 violation of California's overtime laws.

24 141. Based on information and belief, DEFENDANTS further violated California's
25 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
26 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
27 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
28 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of

1 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
2 other Aggrieved Employees.

3 142. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
4 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
5 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
6 Wage Orders, section 20.

7 **Statutory Wage Violations**

8 143. California Labor Code section 223 makes it unlawful for an employer to secretly pay
9 wages lower than required by statute while purporting to pay legal wages. As described above,
10 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
11 earned minimum and overtime compensation for all hours worked which resulted in the payment of
12 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
13 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
14 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
15 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
16 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
17 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
18 Labor Code § 2699(f)-(g).

19 **Refusal to Make Payment**

20 144. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
21 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
22 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
23 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
24 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
25 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
26 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
27
28

1 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

2 **Standard Conditions of Labor Violations**

3 145. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
4 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
5 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
6 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS’
7 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
8 minimum/overtime wages and other violations described herein result in separate violations of
9 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
10 1197.1 and 2699.

11 **Business Expense Violations**

12 146. California law requires employers to indemnify their employees for all necessary
13 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
14 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
15 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
16 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
17 incurred by the employee enforcing the rights granted by this section.”

18 147. Among other things, under California law, when employees must use their personal
19 cellphones for work-related purposes, the employer must reimburse them for a reasonable
20 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
21 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
22 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
23 *Id.* 1144-1145.

24 148. Further, “any contract or agreement, express or implied, made by any employee to
25 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive

26 _____
27 ³ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

1 any employee or his personal representative of any right or remedy to which he is entitled to under
2 the laws of this State.” See Cal. Lab. Code section 2804.

3 149. As described above, PLAINTIFF and the Aggrieved Employees were improperly
4 required to pay for business expenses that are legally the responsibility of the employer.

5 150. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
6 full reimbursement for all reasonable expenses associated with carrying out their duties required
7 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
8 expenses in violation of Labor Code section 2802.

9 151. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
10 Employees have suffered injury in that they were not completely reimbursed as mandated by
11 California law.

12 152. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
13 full reimbursement for all reasonable expenses associated with carrying out their duties required
14 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
15 expenses in violation of Labor Code section 2802.

16 153. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
17 Employees have suffered injury in that they were not completely reimbursed as mandated by
18 California law.

19 154. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
20 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
21 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
22 Code § 2802 and the applicable Wage Order.

23 **Wage Statement Violations**

24 155. California law requires every employer semi-monthly or at the time of each payment
25 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
26 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
27 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
28 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee

1 is paid; (7) the name of the employee and only the last four digits of his or her social security number
2 or an employee identification number other than a social security number; (8) the name and address
3 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

5 156. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
6 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
7 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
8 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
9 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
10 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
11 effect during the pay period and the corresponding number of hours worked at each hourly rate by
12 the employee, in violation of Labor Code section 226(a)(9).

13 157. Moreover, due to violations detailed above, including but not limited to,
14 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
15 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
16 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
17 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
18 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
19 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
20 compensation earned during the pay period into the regular rate of pay for purposes of calculating
21 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
22 overtime worked by PLAINTIFF and other Aggrieved Employees.

23 158. As explained above, wage statements issued by DEFENDANTS failed to list the
24 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
25 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
26 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
27 described above), which results in a violation of Labor Code section 226(a).

28 159. Failure to list all hours worked on a wage statement, gives rise to an inference of

1 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
2 1308, 1337).

3 160. Based on information and belief, wage statements issued by DEFENDANTS failed
4 to list all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
6 Code section 226(a)(9).

7 161. Separately, and independent from the above allegations, based on information and
8 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
9 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
10 entity that is the employer.

11 162. DEFENDANTS' failure to accurately list all hours worked on all wage statements
12 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
13 Employees over whether they received all wages owed to them.

14 163. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
15 they could not easily determine whether they received all wages owed to them and whether they
16 were paid for all hours worked.

17 164. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
18 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
19 injury as they could not contact their employer regarding any question(s) they had about wages paid.

20 165. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
21 Aggrieved Employees with accurate, itemized wage statements.

22 166. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
23 Employees have suffered injury. The absence of accurate information on their wage statements has
24 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
25 mathematical computations to determine the amount of wages owed, and will cause difficulty and
26 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
27 submission of inaccurate information about wages and amounts deducted from wages to state and
28 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to

1 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
2 and pay records than if DEFENDANT had complied with its legal obligations.

3 167. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
4 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
5 during which the statute provisions were violated. ⁴

6 **Sick Leave Violations**

7 168. DEFENDANTS violated California's paid sick leave laws including, Labor Code
8 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
9 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
10 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
11 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
12 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
13 compensation into the sick leave pay rate calculation.

14 169. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
15 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
16 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
17 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
18 Aggrieved Employees' intelligent exercise of their paid sick leave.

19 170. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
20 their paid sick leave at least prior to their respective separations, for as on several occasions
21 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
22 compensation.

23 171. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
24 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
25 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
26 were entitled to the maximum number of hours accruable.

27 172. Upon information and belief, DEFENDANTS failed and continue to fail to comply

28 ⁴ Labor Code § 226.3 (establishing that the civil penalty is \$5 per employee per violation”).

1 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
2 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
3 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
4 wages.

5 173. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

6 174. On information and belief, PLAINTIFF alleges that all of these practices were
7 experienced and continue to be experienced by other Aggrieved Employees.

8 175. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
9 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
10 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

11 **Unlawful Agreements**

12 *Unlawful Agreements.*

13 176. Labor Code section 432.5 provides that "no employer...shall require any employee
14 or applicant for employment to agree, in writing, to any term or condition which is known by such
15 employer...to be prohibited by law." Based on information and belief, DEFENDANTS required
16 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
17 limited to unlawful releases, unlawful waivers, and/or other unlawful agreements as a condition of
18 obtaining and/or continuing employment in violation of Labor Code sections 432.5

19 177. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
20 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
21 432.5.

22 178. Under the provisions of PAGA and the above mentioned Labor Code sections,
23 including but not limited to Labor Code sections 210, 216, 223, 225.5, 226, 226.7, 245-248.6, 256,
24 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, 2802,
25 2810.5 and all applicable Wage Orders as well as all interpretations of these laws by California
26 Courts and administrative bodies, as well as any other law that is enforceable through PAGA,
27 DEFENDANTS are liable for the following penalties:

28 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the

relevant California Labor Code provisions listed herein only if permitted by the
PAGA statute, pursuant to Labor Code section 2699(a); and

- b. Default PAGA penalties for any violation of the enumerated list of Labor Code
violations without a civil penalty recoverable under the PAGA, all in the default
amounts provided by Labor Code section 2699(f).

179. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of
PLAINTIFF, the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and
restraining DEFENDANTS from engaging in similar unlawful conduct as set
forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: March 28, 2025

CROSNER LEGAL, PC

By: 

Jamie K. Serb, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
ALEXIS INGRAM