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Attorneys for TINA ROBERTS, on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS

TINA ROBERTS on behalf of herself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

FIRST TACTICAL, LLC; and DOES 1-
100,

Defendants.

Case No. CV-25-005645

**PLAINTIFF TINA ROBERTS'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay All Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and**
- 6. Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment.**

DEMAND FOR JURY TRIAL

1 Plaintiff TINA ROBERTS (hereinafter referred to as “Plaintiff” or “Ms. Roberts”), on behalf herself
2 and all other non-exempt, hourly employees who worked in California (hereinafter referred to as the
3 “Aggrieved Employees”), files this Complaint against Defendant FIRST TACTICAL, LLC
4 (hereinafter referred to as “FIRST TACTICAL” or “Defendant”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against FIRST TACTICAL and/or DOES 1-100. The PAGA permits an “aggrieved
9 employee” to bring a lawsuit on behalf of herself and other current and former employees to
10 address an employer’s violations of the *California Labor Code*.

11 2. FIRST TACTICAL makes functional gear for professionals.

12 3. FIRST TACTICAL is a California corporation and operates out of locations in California.

13 4. FIRST TACTICAL employs hourly, non-exempt employees, such as Ms. Roberts, to work at
14 these schools.

15 5. FIRST TACTICAL has maintained uniform policies that violate the wage and hour rights of
16 Plaintiff and similarly situated non-exempt employees in the manner complained of herein.

17 6. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of FIRST
18 TACTICAL and/or DOES who: worked a shift of at least five (5) hours without receiving a
19 meal period; worked four (4) hours, or a major fraction thereof, without receiving a ten (10)
20 minute net rest break; were not provided accurate itemized wage statements; were not paid
21 compensation for all time worked at the straight or overtime rate; were not paid waiting time
22 penalties; and were not timely paid all wages owed. Plaintiff seeks penalties on behalf of
23 herself and all other Aggrieved Employees of Defendant and/or DOES as provided herein. This
24 Complaint also seeks attorneys’ fees and costs under the PAGA, *California Labor Code*
25 section 2699(g)(1).

26 7. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified
27 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
28 Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid

1 compensation for all time worked at the regular or overtime rate; provided meal periods;
2 authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided
3 meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or
4 permitted; paid penalties for not being provided itemized wage statements; and paid penalties
5 for not being paid timely at the time of termination.

- 6 8. At all times mentioned herein, FIRST TACTICAL and/or DOES control the working
7 conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the
8 authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff
9 and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when
10 and/or where to work. In addition, FIRST TACTICAL and/or DOES develop, wrote, dictated,
11 approved and/or authorized wage and hour policies and/or practices that Plaintiff and the
12 Aggrieved Employees labored under. These policies and/or practices included, but were not
13 limited to, policies and/or practices regarding straight-time, overtime, meal periods, rest
14 periods, wage statements, timing of payment, and paying compensation at the time of
15 termination. Further, FIRST TACTICAL and/or DOES have the ability to prevent Plaintiff and
16 the Aggrieved Employees from working.

17 **II. JURISDICTION AND VENUE**

- 18 9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was
19 employed by FIRST TACTICAL and/or DOES in California. Plaintiff, and each of the
20 Aggrieved Employees, were employees of FIRST TACTICAL and/or DOES, and/or its
21 operating divisions and subsidiaries, within the State of California. Plaintiff and each of the
22 Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the
23 date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency
24 (LWDA).

- 25 10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
26 and/or DOE operate facilities, employ hourly employees, conduct business, and commit
27 *California Labor Code* violations within Stanislaus County and California. Each Defendant
28 and/or DOE is within the jurisdiction of this Court for service of process purposes. The

unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within Stanislaus County. FIRST TACTICAL and/or DOES employ numerous aggrieved employees in California and/or Stanislaus County.

11. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of FIRST TACTICAL and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of her intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

12. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil Procedure, and Civil Code.

13. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of Stanislaus, California.

III. THE PARTIES

A. Plaintiffs

14. Throughout the Statutory Period, Plaintiff TINA ROBERTS is and was a resident of California. During the Statutory Period, Plaintiff TINA ROBERTS is and was employed in a non-exempt capacity by Defendant FIRST TACTICAL and/or DOES in California. Plaintiff TINA ROBERTS is currently employed by Defendant FIRST TACTICAL and/or DOES.

15. Plaintiff and the Aggrieved Employees were and are employed in the State of California by FIRST TACTICAL and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in a non-exempt, hourly capacity.

1 16. A notice correspondence showing compliance with *California Labor Code* Section 2699.3 was
2 sent to the LWDA and FIRST TACTICAL on January 3, 2025. This notice demonstrates that
3 Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf
4 of the LWDA and as a private attorney general. The violations alleged in this notice also form
5 the basis for the allegations herein. No notice of cure by Defendant FIRST TACTICAL and/or
6 DOES was provided and no notice of investigation was received from the LWDA in the
7 statutorily proscribed sixty-five (65) day period since the mailing of the notice of the
8 action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by
9 *California Labor Code* section 2699.3(a)(2)(C).

10 **B. Defendants**

11 17. FIRST TACTICAL makes functional gear for professionals.

12 18. FIRST TACTICAL is a California corporation and operates out of locations in California.

13 19. FIRST TACTICAL employs hourly, non-exempt employees to work at its locations.

14 20. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in
15 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
16 information and belief alleges that said Defendants are now, and/or at all times mentioned in
17 this Complaint were doing business in the State of California and/or throughout the United
18 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
19 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
20 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

21 21. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
22 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
23 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
24 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized
25 the acts of each of the remaining Defendants.

26 22. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners,
27 agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of
28 Defendants and/or DOES at all times.

1 **IV. GENERAL ALLEGATIONS**

2 23. During all, or a portion, of the relevant time period, Plaintiff and each of the Aggrieved
3 Employees were employed by FIRST TACTICAL and/or DOES in the State of
4 California. Plaintiff and the Aggrieved Employees are composed of all current and former non-
5 exempt, hourly employees of FIRST TACTICAL and/or DOES within the State of California.

6 24. At all times mentioned herein, FIRST TACTICAL and/or DOES fail to pay Plaintiff and the
7 Aggrieved Employees all straight time and overtime wages owed.

8 25. At all times mentioned herein, FIRST TACTICAL and/or DOES fail to provide Plaintiff and
9 the Aggrieved Employees with meal periods that comply with California law and fail to
10 authorize and permit rest periods that comply with California law.

11 26. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have
12 known that Plaintiff and the Aggrieved Employees were entitled to be provided legally
13 compliant meal periods in a timely manner or payment of one hour of pay as additional
14 compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did
15 not receive a timely, uninterrupted meal period.

16 27. At all times mentioned herein, FIRST TACTICAL and/or DOES require Ms. Roberts and
17 Aggrieved Employees to work through their meal periods thereby denying Ms. Roberts and
18 Aggrieved Employees of the right to be completely free from employer control under
19 California law.

20 28. At all times mentioned herein, Ms. Roberts and Aggrieved Employees are not free of all work
21 duties and/or employer control during meal periods.

22 29. At all times mentioned herein, FIRST TACTICAL and/or DOES breach the legal duty to
23 provide meal periods to employees by failing to provide employees with meal periods within
24 the timeframes outlined by California law. Specifically, FIRST TACTICAL and/or DOES fail
25 to provide Ms. Roberts and the Aggrieved Employees with meal periods within the first five
26 (5) continuous hours of work.

27 30. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
28 of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by

1 failing to provide compensation for these unprovided meal periods, FIRST TACTICAL and/or
2 DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 7-
3 2001, and California Code of Regulations, Section 11070(11). In addition, FIRST TACTICAL
4 and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free
5 meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per
6 day.

7 31. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have
8 known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or
9 permitted to take legally compliant rest periods in a timely manner or payment of one hour of
10 pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay
11 when they were not authorized and/or permitted to take a legally compliant rest period.

12 32. At all times mentioned herein, FIRST TACTICAL and/or DOES breach the legal duty to
13 provide lawful rest periods to employees.

14 33. At all times mentioned herein, FIRST TACTICAL and/or DOES have had a consistent policy
15 and/or practice of not providing duty-free net ten-minute rest periods to Ms. Roberts and all
16 Aggrieved Employees and/or providing compensation in lieu thereof.

17 34. At all times mentioned herein, FIRST TACTICAL and/or DOES breached the legal duty to
18 provide rest periods to employees by imposing a continuous and consistent policy requiring
19 Ms. Roberts and Aggrieved Employees to keep working during their rest periods, thereby
20 denying Ms. Roberts and Aggrieved Employees of the right to be completely free from
21 employer control under California law.

22 35. At all times mentioned herein, Plaintiff and the Aggrieved Employees are not free of all work
23 duties and/or employer control during rest periods.

24 36. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major
25 fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to
26 provide compensation for these periods, FIRST TACTICAL and/or DOES willfully violate the
27 provisions of Labor Code section 226.7, IWC Wage Order No. 7-2001, and California Code
28 of Regulations, Section 11070(12).

- 1 37. At all times mentioned herein, FIRST TACTICAL and/or DOES knowingly and intentionally
2 provide wage statements to employees that fail to specifically itemize everything required
3 under *California Labor Code* section 226(a).
- 4 38. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have
5 known that Plaintiff and the Aggrieved Employees were entitled to receive complete and
6 accurate pay statements in accordance with California law.
- 7 39. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have
8 known that they were not providing complete and accurate pay statements in accordance with
9 California law to Plaintiff and the Aggrieved Employees.
- 10 40. At all times mentioned herein, FIRST TACTICAL and/or DOES fail to pay all wages owed to
11 Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay
12 wages during employment.
- 13 41. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have
14 known that they had a duty to compensate Plaintiff and the Aggrieved Employees in
15 accordance with California law, and that FIRST TACTICAL and DOES have the ability to pay
16 such compensation, but willfully and intentionally failed to do so, and FIRST TACTICAL and
17 DOES falsely represent to Plaintiff and the Aggrieved Employees that they were properly
18 compensating Plaintiff and the Aggrieved Employees.
- 19 42. At all times mentioned herein, FIRST TACTICAL and/or DOES knowingly and intentionally
20 fail to pay all wages owed to non-exempt, hourly employees in a timely manner at the time
21 non-exempt, hourly employees terminated their employment – either voluntarily or
22 involuntarily – with FIRST TACTICAL and/or DOES.
- 23 43. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have
24 known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the time
25 of termination. FIRST TACTICAL and/or DOES did not timely pay all wages owed, straight-
26 time wages owed, overtime wages owed, meal period premiums, and rest period premiums
27 owed at the time of termination.
- 28 44. At all times mentioned herein, FIRST TACTICAL and/or DOES fail to pay Plaintiff and the

Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

45. At all times mentioned herein, FIRST TACTICAL and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the other Aggrieved Employees in accordance with California law, and that FIRST TACTICAL and/or DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and the other Aggrieved Employees.

46. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all FIRST TACTICAL'Ss non-exempt employees employed in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

47. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST FIRST TACTICAL AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).

48. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

49. FIRST TACTICAL and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

50. It is fundamental that an employer must pay its employees for the time worked. *California Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

51. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting

1 individually as an officer, agent, or employee of another person, who pays or causes to be paid
2 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
3 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
4 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

5 52. FIRST TACTICAL and/or DOES have had a continuous policy of not paying Plaintiff and
6 those similarly situated for all hours worked. Specifically, Defendant and/or DOES have a
7 continuous and consistent policy of requiring employees to work before clocking in, after
8 clocking out, and during meal periods. Plaintiff and Aggrieved Employees are not paid for this
9 time. Failing to pay for all hours worked while under FIRST TACTICAL’S and/or DOES’
10 control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved
11 Employees being deprived of straight time wages throughout the Statutory Period.

12 53. Furthermore, Plaintiff’s and the Aggrieved Employees’ supervisors would alter their time
13 entries and/or would insert time entries for Plaintiff and the Aggrieved Employees that lead to
14 Plaintiff and the Aggrieved Employees having less recorded time than they actually work. For
15 example, if Plaintiff and the Aggrieved Employees clock in before their schedule start time,
16 their manager changes their recorded start time to be their scheduled start time. This leads to
17 Plaintiff and the Aggrieved Employees being deprived of wages for time that they worked but
18 were not paid for.

19 54. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that FIRST
20 TACTICAL and/or DOES breach the legal duty to pay full wages to Plaintiff and the
21 Aggrieved Employees by failing to pay employees for meal period time when employees were
22 not relieved of all duties and employer control.

23 55. Likewise, Plaintiff and the Aggrieved Employees are informed and believe and thereon allege
24 that FIRST TACTICAL and/or DOES breached the legal duty to pay full wages to Plaintiff
25 and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the
26 Aggrieved Employees when they work through their meal periods and/or when FIRST
27 TACTICAL and/or DOES records a meal period for Plaintiff and the Aggrieved Employees
28 when no meal period was taken. Specifically, Plaintiff and the Aggrieved Employees work

1 through their meal periods to satisfy their demanding work duties imposed by FIRST
2 TACTICAL and/or DOES, thereby denying them the right to be completely free from
3 employer control under California law. Further, Plaintiff and the Aggrieved Employees are
4 forced to work through their meal periods due to the FIRST TACTICAL and/or DOES
5 providing insufficient staffing.

6 56. Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages
7 to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by
8 Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not
9 relieved of all work duties during their meal periods and/or when FIRST TACTICAL and/or
10 DOES recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period
11 was taken.

12 57. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and
13 those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal
14 period, even though Plaintiff and the Aggrieved Employees work through their meal periods
15 and/or were subject to FIRST TACTICAL's control during meal periods. Thus, FIRST
16 TACTICAL and/or DOES do not pay Plaintiff and Aggrieved Employees for all time worked
17 each and every day they work without a meal period and have time deducted.

18 58. Failing to pay for all hours worked while under FIRST TACTICAL'S and/or DOES' control
19 and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved
20 Employees being deprived of straight time wages.

21 59. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
22 unpaid wages, and lost interest on such wages, and expenses.

23 60. Plaintiff and the Aggrieved Employees were employed by FIRST TACTICAL and/or DOES
24 at all relevant times. FIRST TACTICAL and/or DOES were required to compensate Plaintiff
25 and the Aggrieved Employees for all hours worked and were prohibited from making
26 deductions that had the effect of reducing the agreed upon wage.

27 61. FIRST TACTICAL and/or DOES commit the acts alleged herein knowingly and willfully,
28 with the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.

62. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.

63. Plaintiff, as former “non-exempt” hourly employee of FIRST TACTICAL and/or DOES who FIRST TACTICAL and/or DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

64. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

65. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

66. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST FIRST TACTICAL AND/OR DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

67. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

68. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day’s work.

Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay for an employee.

69. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

70. FIRST TACTICAL and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week.

71. Plaintiff and Aggrieved Employees were deprived of wages for all overtime hours worked because Defendant and/or DOES fail to pay them overtime wages for all overtime hours worked. This resulted in Plaintiff and Aggrieved Employees not being paid all overtime wages owed to them.

72. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and Aggrieved Employees are not paid for this time. When Plaintiff and Aggrieved Employees work over eight (8) hours in a day, these hours are owed at an overtime rate.

73. Furthermore, Plaintiff's and Aggrieved Employees' supervisors would alter their time entries and/or would insert time entries for Plaintiff and Aggrieved Employees that lead to Plaintiff and Aggrieved Employees have less recorded time than they actually work. For example, if Plaintiff and Aggrieved Employees clock in before their schedule start time, their manager changes their recorded start time to be their scheduled start time. This leads to Plaintiff and Aggrieved Employees being deprived of wages for time that they worked but were not paid for. When employees work over eight hours in a shift, this unpaid time must be paid at an overtime rate.

1 74. In addition, FIRST TACTICAL and/or DOES have a continuous policy of not paying Plaintiff
2 and Aggrieved Employees for all hours worked in that FIRST TACTICAL and/or DOES
3 continuously and consistently clocks Plaintiff and Aggrieved Employees out for a meal period
4 and/or requires Plaintiff and Aggrieved Employees to record a meal period, even though
5 Plaintiff and Aggrieved Employees work through their meal periods, were unable to take meal
6 periods, and/or were not free of all work duties and employer controls during meal periods.
7 Thus, FIRST TACTICAL and/or DOES shave/steal earned wages from Plaintiff and
8 Aggrieved Employees every day they work without a meal period and have time deducted.
9 When employees work over eight hours in a shift, this unpaid time must be paid at an overtime
10 rate.

11 75. Likewise, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that
12 FIRST TACTICAL and/or DOES breached the legal duty to pay full wages to Plaintiff and
13 Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and Aggrieved
14 Employees when they work through their meal periods and/or when FIRST TACTICAL and/or
15 DOES record a meal period for Plaintiff and Aggrieved Employees when no meal period was
16 taken. Specifically, Plaintiff and Aggrieved Employees work through their meal periods to
17 satisfy their demanding work duties imposed by FIRST TACTICAL and/or DOES, thereby
18 denying them the right to be completely free from employer control under California law.
19 Further, Plaintiff and Aggrieved Employees are forced to work through their meal periods due
20 to the FIRST TACTICAL and/or DOES providing insufficient staffing. When employees work
21 over eight hours in a shift, this unpaid time must be paid at an overtime rate.

22 76. Additionally, Defendant and/or DOES failed to pay Plaintiff and Aggrieved Employees at the
23 appropriate regular rate of pay for all overtime hours worked. Defendant and/or DOES fails to
24 incorporate bonuses Plaintiff and Aggrieved Employees were paid when calculating
25 employees' regular rate of pay for purposes of paying overtime compensation.

26 77. Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant
27 and/or DOES breach the legal duty to pay full wages to Plaintiff and Aggrieved Employees by
28 failing to pay Plaintiff and Aggrieved Employees for time when Plaintiff and Aggrieved

1 Employees were not relieved of all duties and/or employer control. By failing to pay for this
2 time when Plaintiff and Aggrieved Employees work over eight (8) hours in a shift and forty
3 (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

4 78. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
5 unpaid wages, and lost interest on such wages, and expenses.

6 79. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
7 and/or DOES in California.

8 80. Plaintiff, as a representative of the people of the State of California, will seek any and all
9 penalties otherwise capable of being collected by the Labor Commission and/or the
10 Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code*
11 section 510.

12 81. Plaintiff, as a representative of the people of the State of California, will seek all penalties
13 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
14 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
15 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
16 222, 223, and 510.

17 82. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
18 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
19 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
20 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
21 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
22 *California Labor Code* section 2699(f)(2).

23 83. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
24 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
25 pursuant to this chapter or any provisions regulating hours and days of the week of the
26 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

27 ///

28 ///

THIRD CAUSE OF ACTION AGAINST FIRST TACTICAL AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

84. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

85. Under *California Labor Code* section 512, and IWC Wage Order 7-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

86. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

87. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

88. FIRST TACTICAL and/or DOES have a consistent policy and/or practice of not providing meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof.

89. FIRST TACTICAL and/or DOES breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and Aggrieved Employees with meal periods within the first five (5) continuous hours of work.

90. FIRST TACTICAL and/or DOES have a consistent policy and/or practice of requiring Plaintiff and the Aggrieved Employees to work at least five (5) hours without a meal period and failing

to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided, or other compensation in lieu thereof, as required by California's state wage and hour laws.

91. Further, Defendant and/or DOES breach the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved Employees to keep working during their meal periods, thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

92. Plaintiff and the Aggrieved Employees are not free of all work duties and/or employer control during meal periods.

93. FIRST TACTICAL and/or DOES have a consistent policy and/or practice of not providing second meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second meal periods when they worked ten (10) to twelve (12) hours.

94. In addition, if and/or when FIRST TACTICAL did pay meal period premiums, FIRST TACTICAL failed to pay these premiums to Plaintiff and the Aggrieved Employees at the appropriate regular rate of pay.

95. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, FIRST TACTICAL and/or DOES willfully violate the provisions of the *California Labor Code* section 226.7 and 512.

96. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.

97. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, FIRST TACTICAL and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order No. 7-2001.

98. As a result of the unlawful acts of FIRST TACTICAL and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in

amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.

99. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

100. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

101. During the relevant time period, FIRST TACTICAL and/or DOES fail to pay Plaintiff and the Aggrieved Employees the full meal period premium due pursuant to *California Labor Code* section 226.7.

102. FIRST TACTICAL'Ss and/or DOES' conduct violates applicable IWC Wage Order 7-2001 and *California Labor Code* sections 226.7 and 512(a).

103. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* sections 226.7 and 512.

104. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

105. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the

1 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
2 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
3 *California Labor Code* section 2699(f)(2).

4 106. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
5 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
6 violations pursuant to this chapter or any provisions regulating hours and days of the week of
7 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
8 558(a)(2).

9 **FOURTH CAUSE OF ACTION AGAINST FIRST TACTICAL AND/OR DOES: Violation of**
10 **the PAGA for Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).**

11 107. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
12 as if fully plead.

13 108. Industrial Welfare Commission Order No. 7-2001 section 12(A) states “[e]very employer shall
14 authorize and permit all employees to take rest periods, which insofar as practicable shall be
15 in the middle of each work week period. The authorized rest period time shall be based on the
16 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
17 fraction thereof.”

18 109. At all times mentioned herein, FIRST TACTICAL and/or DOES fail to authorize and/or permit
19 rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest
20 time per four (4) hours or major fraction thereof.

21 110. At all relevant times, Defendant and/or DOES fail to authorize and/or permit rest period time
22 based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four
23 (4) hours or major fraction thereof.

24 111. Further, Plaintiff and the Aggrieved Employees are required to work eight (8) to twelve (12)
25 hour shifts but are not provided with first, second and/or third rest breaks free of employer’s
26 control.

27 112. Defendant and/or DOES also breach the legal duty to provide rest periods to employees by
28 imposing a continuous and consistent policy of requiring Plaintiff and Aggrieved Employees

to work through their rest periods thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

113. Plaintiff and the Aggrieved Employees are not free of all work duties and/or employer control during rest periods. For example, Plaintiff and the Aggrieved Employees would have to keep their phones with them during rest periods so they could receive work-related messages and/or calls. Plaintiff's and the Aggrieved Employees' rest periods would routinely be interrupted with work-related phone calls.

114. In addition, FIRST TACTICAL and/or DOES discouraged Plaintiff and the Aggrieved Employees from taking rest periods.

115. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, FIRST TACTICAL and/or DOES willfully violate the provisions of *California Labor Code* section 226.7.

116. These claims are on behalf of Plaintiff and all hourly non-exempt employees employed by Defendant and/or DOES in California.

117. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.7.

118. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

119. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the

1 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
2 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
3 *California Labor Code* section 2699(f)(2).

4 120. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
5 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
6 pursuant to this chapter or any provisions regulating hours and days of the week of the
7 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

8 **FIFTH CAUSE OF ACTION AGAINST FIRST TACTICAL AND/OR DOES: Violation of the**
9 **PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage**
10 **Statement Provisions (*California Labor Code* §2698 et. seq.).**

11 121. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
12 as if fully plead.

13 122. *California Labor Code* section 226(a) requires FIRST TACTICAL and/or DOES to itemize in
14 wage statements all deductions from payment of wages and to accurately report total hours
15 worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a)
16 requires FIRST TACTICAL and/or DOES, at the time of each payment of wages, to “furnish
17 each of her or her employees, either as an detachable part of the check, draft, or voucher paying
18 the employee’s wages, or separately when wages are paid by personal check or cash, an
19 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
20 by the employee...(3) the number of piece-rate units earned and any applicable piece rate if
21 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
22 made on written orders of the employee may be aggregated and shown as one item, (5) net
23 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
24 of the employee and only the last four digits of his or her social security number or an employee
25 identification number other than the social security number, (8) the name and address of the
26 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
27 and the corresponding number of hours worked at each hourly rate and the corresponding
28 number of hours worked at each hourly rate by the employee....”

- 1 123. *California Labor Code* section 226(a) also requires that “deductions made from payment of
2 wages shall be recorded in ink or other indelible form, properly dates, showing the month, day
3 and year, and a copy of the statement and the record of the deductions shall be kept on file by
4 the employer for at least three years at the place of employment or at a central location within
5 the State of California.”
- 6 124. FIRST TACTICAL and/or DOES have knowingly and intentionally failed to comply with
7 *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff
8 and the Aggrieved Employees.
- 9 125. *California Labor Code* section 1174 requires FIRST TACTICAL and/or DOES to maintain
10 and preserve, in a centralized location, records showing the daily hours worked by and the
11 wages paid to its employees. FIRST TACTICAL and/or DOES have knowingly and
12 intentionally failed to comply with *California Labor Code* section 1174. The failure of FIRST
13 TACTICAL and/or DOES, and each of them, to comply with *California Labor Code* section
14 1174 is unlawful pursuant to *California Labor Code* section 1175.
- 15 126. FIRST TACTICAL and/or DOES fail to maintain accurate time records - as required by IWC
16 Wage Order No. 7-2001(7), and *California Code of Regulations*, Title 8, section 11050 -
17 showing, among other things, when the employee begins and ends each work period, the total
18 daily hours worked in itemized wage statements, total wages, bonuses and/or incentives
19 earned, and all deductions made.
- 20 127. FIRST TACTICAL and/or DOES have knowingly and intentionally failed to provide Plaintiff
21 and the Aggrieved Employees with accurate itemized wage statements which show: “(1) gross
22 wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units
23 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee may be
25 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
26 for which the employee is paid, (7) the name of the employee and only the last four digits of
27 his or her social security number or an employee identification number other than a social
28 security number, (8) the name and address of the legal entity that is the employer and, if the

1 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
2 and address of the legal entity that secured the services of the employer, and (9) all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at
4 each hourly rate by the employee[.]” *California Labor Code* section 226(a).

5 128. FIRST TACTICAL and/or DOES knowingly and intentionally did not itemize the total hours
6 worked on wage statements as *California Labor Code* section 226, subsection (a), requires.

7 129. Defendant and/or DOES knowingly and intentionally did not include the gross wages earned
8 on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to
9 itemize the gross wages earned on Plaintiff’s and Aggrieved Employees’ wage statements.

10 130. In every pay period during the period of the relevant statute of limitations, FIRST TACTICAL
11 and/or DOES knowingly and intentionally did not include the total hours worked on wage
12 statements. FIRST TACTICAL and/or DOES therefore knowingly and intentionally fail to
13 itemize the total hours worked on Ms. Roberts’s and the Aggrieved Employees’ wage
14 statements.

15 131. In every pay period during the period of the relevant statute of limitations, FIRST TACTICAL
16 and/or DOES knowingly and intentionally did not itemize the total hours worked on wage
17 statements as *California Labor Code* section 226(a) requires. As outlined above, FIRST
18 TACTICAL and/or DOES have a continuous and consistent policy of requiring employees to
19 work before clocking in, after clocking out, and/or during meal periods as outlined herein. In
20 addition, Plaintiff’s and the Aggrieved Employees’ supervisors modify their time entries which
21 results in Plaintiff and the Aggrieved Employees having less recorded time than they actually
22 work. In addition, Plaintiff and the Aggrieved Employees are informed and believe and thereon
23 allege that FIRST TACTICAL and/or DOES breached the legal duty to pay full wages to
24 Plaintiff and the Aggrieved Employees by failing to pay for wages earned by Plaintiff and the
25 Aggrieved Employees when they are not relieved of all work duties during their meal periods,
26 and/or remain subject to FIRST TACTICAL’s and/or DOES’ control during their meal periods.
27 Plaintiff and the Aggrieved Employees are not paid for this time. FIRST TACTICAL and/or
28 DOES therefore knowingly and intentionally failed to itemize the total hours worked on

- 1 Plaintiff's and the Aggrieved Employees' wage statements.
- 2 132. When FIRST TACTICAL and/or DOES do itemize hours paid on wage statements, this
3 itemization is inaccurate as it includes all hours paid, such as paid time off, not only actual
4 hours worked by Plaintiff and the Aggrieved Employees.
- 5 133. In addition, FIRST TACTICAL fails to accurately list the name of the legal entity that is the
6 employer. FIRST TACTICAL lists "First Tactical LLC" instead of "First Tactical, LLC."
- 7 134. In every pay period during the period of the relevant statute of limitations, FIRST TACTICAL
8 and/or DOES knowingly and intentionally did not include the net wages earned on wage
9 statements.
- 10 135. Finally, FIRST TACTICAL and/or DOES knowingly and intentionally did not itemize meal
11 and rest period premiums owed to Plaintiff and the Aggrieved Employees on wage statements.
- 12 136. As a result of the knowing and intentional failure by FIRST TACTICAL and/or DOES to
13 comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved
14 Employees have been able to reconstruct only a reasonable estimate of the hours worked and
15 have, therefore, not received full compensation.
- 16 137. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
17 and/or DOES in California.
- 18 138. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide
19 accurate and itemized wage statements, is an aggrieved employee with standing to bring an
20 action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the
21 general public to enforce California's labor laws, and the penalty provisions identified in
22 *California Labor Code* section 2699.5.
- 23 139. Plaintiff, as a representative of the people of the State of California, will seek all penalties
24 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
25 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
26 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
27 226, 1174, 1199.
- 28 140. Pursuant to Labor Code section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of

herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

141. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST FIRST TACTICAL AND/OR DOES: Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (*California Labor Code* §2698 et. seq.).

142. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

143. FIRST TACTICAL and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to the Aggrieved Employees who left FIRST TACTICAL'S and/or DOES' employ or who were terminated.

144. Aggrieved Employees who ended their employment with FIRST TACTICAL and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

145. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

146. During the relevant time period, FIRST TACTICAL and/or DOES intentionally and willfully

fail to pay the Aggrieved Employees who are no longer employed by FIRST TACTICAL and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving FIRST TACTICAL'S and/or DOES' employ.

147. As outlined above, FIRST TACTICAL and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and/or during meal periods as outlined herein. In addition, Plaintiff's and the Aggrieved Employees' supervisors modify their time entries which results in Plaintiff and the Aggrieved Employees having less recorded time than they actually work. In addition, Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that FIRST TACTICAL and/or DOES breached the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by failing to pay for wages earned by Plaintiff and the Aggrieved Employees when they are not relieved of all work duties during their meal periods, and/or remain subject to FIRST TACTICAL's and/or DOES' control during their meal periods. Plaintiff and the Aggrieved Employees are not paid for this time. As such, Defendant and/or DOES fail to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination.

148. Moreover, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES failed to pay all meal and rest period premium wages owed to Plaintiff and Aggrieved Employees at the time of their termination.

149. FIRST TACTICAL'S and/or DOES' failure to pay the Aggrieved Employees who are no longer employed by FIRST TACTICAL and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving FIRST TACTICAL'S and/or DOES' employ, is in violation of *California Labor Code* sections 201 and 202.

150. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

151. FIRST TACTICAL and/or DOES fail to pay employees their final wages in accordance with *California Labor Code* sections 201 and 202 because FIRST TACTICAL and/or DOES pay

- employees their final wages on the next regularly scheduled pay date.
152. Plaintiff, as a non-exempt employee who FIRST TACTICAL and/or DOES fail to pay all wages, failed to provide a minimum statutory first and/or second meal periods, and failed to provide paid net ten (10) minute rest periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.
153. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.
154. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.
155. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).
156. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against Defendant FIRST TACTICAL and/or DOES, jointly and severally, as follows:

- 1 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- 2 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 3 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
- 4 worked;
- 5 C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 6 2699, et. seq. for failure to provide compliant meal periods;
- 7 D. For all statutory penalties for each pay period during which an employee was underpaid due to
- 8 failure to provide compliant meal periods;
- 9 E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 10 2699, et. seq. for failure to provide all rest periods;
- 11 F. For all statutory penalties provided under *California Labor Code* for each pay period during
- 12 which an employee was underpaid due to failure to provide paid rest periods;
- 13 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 14 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 15 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 16 2699, et. seq. for failure to timely pay wages at separation; and
- 17 I. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
- 18 2699(g)(1).

19 **DEMAND FOR JURY TRIAL**

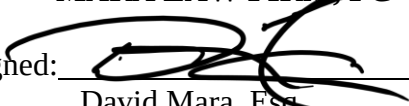
20 Plaintiff demands a jury trial as to liability.

21

22

23 Date: June 2, 2025

24 **MARA LAW FIRM PC**

25 Signed:  _____

26 David Mara, Esq.

27 Jill Vecchi, Esq.

28 Attorneys for Plaintiff TINA ROBERTS, on
behalf of herself and all others similarly
situated, and on behalf of the general public