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and all others similarly situated aggrieved,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOHN KELLEY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

APPLUS TECHNOLOGIES, INC., a
Delaware corporation; APPLUS IDIADA
KARCO ENGINEERING, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: CIVSB2204889

[Assigned to the Hon. David Cohn in Dept. S-
26]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. VIOLATION OF THE FAIR CREDIT REPORTING ACT;
2. VIOLATION OF THE CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT;
3. VIOLATION OF THE CONSUMER CREDIT REPORTING AGENCIES ACT
4. FAILURE TO COMPLY WITH "BAN THE BOX" LAW
5. FAILURE TO PAY OVERTIME WAGES;
6. FAILURE TO PAY MINIMUM WAGES;
7. FAILURE TO PROVIDE MEAL PERIODS;
8. FAILURE TO PROVIDE REST PERIODS;
9. WAITING TIME PENALTIES;
10. WAGE STATEMENT VIOLATIONS;
11. FAILURE TO INDEMNIFY;
12. UNFAIR COMPETITION; and
13. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 and 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

COMES NOW plaintiff JOHN KELLEY (“Plaintiff”), on behalf of himself and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382 against APPLUS TECHNOLOGIES, INC., a Delaware corporation, and any of its respective subsidiaries or affiliated companies (“APPLUS”), APPLUS IDIADA KARCO ENGINEERING, LLC, a California limited liability company, and any of its respective subsidiaries or affiliated companies (“IDIADA,” and collectively with APPLUS, and DOES 1 through 100, as further defined below, “Defendants”), on behalf of Plaintiff and all other current, former, or prospective employees of Defendants (“Class Members”) for, among other things, alleged violations of the Fair Credit Reporting Act (“FCRA”) and similar California laws.

2. This is also representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 6409.6, Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff, JOHN KELLEY, is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon, alleges that Defendants employed Plaintiff as an employee. Plaintiff applied for work with Defendants in or about March of 2020 and stopped working for Defendants in or about October of 2021.

1 4. Plaintiff is a natural person, and at all times relevant to this Complaint was a
2 “consumer” as defined by the Fair Credit Reporting Act, at 15 U.S.C. § 1681a and the
3 Investigative Consumer Reporting Agencies Act (“ICRAA”), at Civ. Code § 1786.2(b).

4 **B. Defendants**

5 5. Plaintiff is informed and believes, and based thereon, alleges that defendant
6 APPLUS is, and at all times relevant hereto was, a corporation organized and existing under and
7 by virtue of the laws of the State of Delaware and doing business in the County of San Bernardino,
8 State of California.

9 6. Plaintiff is informed and believes, and based thereon, alleges that defendant
10 IDIADA is, and at all times relevant hereto, was a corporation organized and existing under and
11 by virtue of the laws of the State of California, and doing business in the County of San
12 Bernardino, State of California.

13 7. Plaintiff is informed and believes Defendants are “persons” as those terms are
14 defined under the FCRA at 15 U.S.C. § 1681a(b) and under the ICRAA at Civ. Code § 1786.2(a).

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

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

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

12 15. During the period beginning one (1) year preceding the provision of notice to the
13 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
14 Defendants violated, *inter alia*, Labor Code sections 96 subdiv. (k), 98.6, 201, 202, 203, 204, 221,
15 226, 226 subdiv. (a), 226.7, 227.3, 232, 232.5, 246, *et seq.*, 404, 432, 432.3, 432.5, 432.6, 432.7,
16 432.8, 510, 510 subsec. (a), 512, 1102.5., 1174, 1182.12, 1194, 1197, 1197.5, subdiv. (k), 1198.5,
17 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, among others.

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

22 17. On or around June 15, 2022, Plaintiff provided a written notice pursuant to Labor
23 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
24 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
25 as well as by certified mail, with return receipt requested to Defendants, and each of them.

26 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
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1 calendar days of the June 15, 2022 postmarked date of the herein-described notice sent by Plaintiff
2 to the LWDA and Defendants.

3 **FACTUAL BACKGROUND**

4 19. Plaintiff is informed and believes, and based thereon alleges that on or about March
5 of 2020, Defendants purported to provide consumer report disclosures and requested from Plaintiff
6 authorization to procure (investigative) consumer reports and background checks for employment
7 purposes.

8 20. Plaintiff is informed and believes and based thereon alleges that on or around
9 March of 2020, Defendants, procured a consumer report about Plaintiff as part of an employment
10 background screening without providing Plaintiff with the appropriate, applicable disclosures and
11 without the appropriate, applicable authorization in compliance with state and federal laws.

12 21. Plaintiff is informed and believes, and based thereon, alleges that Defendants did
13 not provide legally compliant disclosure and authorization forms to Plaintiff and Class Members
14 as they failed to contain, among other things, a “clear and conspicuous” disclosure, made in
15 writing prior to the report being procured or caused to be procured, in a document that consisted
16 solely of the disclosure, that a consumer report may be obtained for employment purposes as well
17 as an authorization, in writing, for the procurement of the report, which are in violation of 15
18 U.S.C. §§ 1681b(b)(2)(A) and 1681d(a). Specifically, Plaintiff is informed and believes the
19 disclosures did not comply as a result of, without limitation: including superfluous information
20 within the disclosure, such as identifying information of a third-party consumer reporting agency,
21 which may not have been the reporting agency used to obtain or procure the consumer report for
22 Plaintiff and Class members; surplusage of other states; and/or failing to obtain proper
23 authorization before procuring a consumer report, including by either obtaining consumer reports
24 without authorization or when such authorization had expired.

25 22. Plaintiff is informed and believes, and based thereon, alleges that Defendants did
26 not provide legally compliant disclosure and authorization forms to Plaintiff and Class Members
27 as they failed to contain, among other things, a “clear and conspicuous” disclosure in writing to
28 Plaintiff and Class Members at any time before the report is or was procured or caused to be made

1 in a document that consisted solely of the disclosure, that: an investigative consumer report may
2 be obtained; identified the name, address and telephone number of the investigative consumer
3 reporting agency conducting the investigation; notified Plaintiff and Class Members in writing of
4 the nature and scope of the investigation requested, including a summary of the provisions of Civ.
5 Code § 1786.22; and notified Plaintiff and Class Members of the internet web site of the
6 investigative consumer reporting agency, or, if the agency had no internet web site address, the
7 telephone number of the agency where Plaintiff and Class Members may find information about
8 the investigative reporting agency's privacy practices, including whether Plaintiff and Class
9 Member's personal information will be sent outside of the United States or its territories, and
10 information that complies with subdivision (d) of Section 1786.22.

11 23. Plaintiff is further informed and believes, and based thereon alleges, that
12 Defendants routinely acquire consumer, investigative and/or consumer credit reports (referred to
13 collectively as "background checks") to conduct back ground checks as described herein on
14 Plaintiff and other prospective, current and former employees, and use information from the
15 background checks without providing proper disclosures and obtaining proper authorization in
16 compliance with the law, including Civil Code § 1785 *et seq.* (the "Consumer Credit Reporting
17 Agencies Act" or the "CCRAA").

18 24. For at least four (4) years prior to the filing of this action and continuing to the
19 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members or
20 some of them, in violation of California state wage and hour laws as a result of, without limitation,
21 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
22 seven (7) consecutive work days in a work week without being properly compensated for hours
23 worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week,
24 and/or hours worked on the seventh consecutive work day in a work week by, among other things,
25 engaging, suffering or permitting employees to work off the clock, including, without limitation,
26 by requiring employees: to come early to work and leave late work without being able to clock in
27 for all that time, to suffer under Employer's control due to long lines for clocking in, to complete
28 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal

1 periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
2 equipment off the clock, to attend company meetings off the clock, and/or go through security
3 screenings and/or temperature checks off the clock, to the detriment of Plaintiff and Class
4 Members.

5 25. For at least four (4) years prior to the filing of this Action and continuing to the
6 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
7 or some of them, in violation of California state wage and hour laws as a result of, among other
8 things, at times, engaging, suffering or permitting employees to work off the clock, including,
9 without limitation, by requiring employees: to come early to work and leave late work without
10 being able to clock in for all that time, to suffer under Employer's control due to long lines for
11 clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
12 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
13 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, and
14 editing and/or manipulation of time entries to show less hours than actually worked, to the
15 detriment of Plaintiff and Class Members.

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

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

27 28. For at least three (3) years prior to the filing of this action and continuing to the
28 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them,

1 the full amount of their wages owed to them upon termination and/or resignation as required by
2 Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
3 minimum wages, and premium wages.

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

12 30. For at least three (3) years prior to the filing of this action and continuing to the
13 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
14 costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms;
15 laundering mandatory work uniforms; and purchasing tools necessary to perform work duties.

16 31. At all relevant times mentioned herein, Defendants had and have a policy or
17 practice of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State
18 of California in violation of California state wage and hour laws as a result of, without limitation,
19 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours
20 per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
21 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes
22 actually worked; engaging, suffering, or permitting employees to work off the clock, including,
23 without limitation, by requiring employees: to remain on-call, to suffer under Defendants' control
24 to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
25 for meal periods and continue working, to don and doff uniforms and/or safety equipment off the
26 clock, to attend company meetings off the clock, to make phone calls or drive off the clock; failing
27 to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
28 allowances, and other forms of remuneration into the regular rate of pay for the pay periods where

1 overtime was worked and the additional compensation was earned for the purpose of calculating
2 the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
3 manipulation of time entries to show less hours than actually worked, and for paying straight pay
4 instead of overtime pay, to the detriment of Plaintiff and other Aggrieved Employees.

5 32. At all relevant times mentioned herein, Defendants had and have a practice or
6 policy of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for
7 all hours worked or otherwise under Defendants' control as a result of, without limitation, failing
8 to accurately track and/or pay for all minutes actually worked; by requiring employees: to remain
9 on-call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and
10 post-shift tasks after clocking out, to clock out for meal periods and continue working, to don and
11 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
12 make phone calls or drive off the clock; detrimental rounding of employee time entries, editing
13 and/or manipulation of time entries to show less hours than actually worked; paid time off and
14 vacation time owed; and failing to pay split shift premiums, to the detriment of Plaintiff and other
15 Aggrieved Employees.

16 33. At all relevant times mentioned herein, Defendants had and have a policy or
17 practice of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute
18 uninterrupted, timely, and complete meal period for days on which the employee worked in excess
19 of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete
20 30-minute meal periods or compensation in lieu thereof including, without limitation, by
21 interrupting meal periods; not providing timely meal periods; failing to provide first and second
22 meal periods; providing short meal periods; requiring that employees carry cellular telephones or
23 walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise
24 requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-
25 deducted by law or during which employees worked, as required by California wage and hour
26 laws.

27 34. At all relevant times mentioned herein, Defendants had and have a policy or
28 practice of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely,

1 and complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
2 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
3 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
4 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not
5 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
6 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

7 35. At all relevant times mentioned herein, Defendants had and have a policy or
8 practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing
9 to furnish Plaintiff and other Aggrieved Employees with itemized wage statements that accurately
10 reflect gross wages earned; total hours worked by the employee; net wages earned; all deductions;
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee; the legal name of the employer and/or the name and
13 address of the legal entity securing the employer's services if the employer is a farm labor
14 contractor; and other such information as required by Labor Code section 226, subdivision (a).

15 36. At all relevant times mentioned herein, Defendants had and have a policy or
16 practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing
17 to furnish Plaintiff and other Aggrieved Employees with documents signed to obtain or hold
18 employment under Labor Code section 432, personnel records under Labor Code section 1198.5,
19 and time records under Labor Code section 1174, making it difficult for Plaintiff and other
20 Aggrieved Employees to calculate their unpaid wages and/or premium payments, to the detriment
21 of Plaintiffs and other Aggrieved Employees.

22 37. At all relevant times mentioned herein, Defendants had and have a policy or
23 practice of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all
24 wages owed as a result of Defendants' practice or policy of failing to pay, among other wages,
25 overtime wages, minimum wages, premium wages, paid time off and vacation time owed as
26 required by Labor Code sections 201, 202, and 203.

27 38. At all relevant times herein, Defendants had and have a policy or practice of failing
28 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon

1 separation of employment as wages at their final rate of pay in violation of Labor Code section
2 227.3 and applicable Wage Orders.

3 39. At all relevant times mentioned herein, Defendants have had a policy or practice
4 of failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
6 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
7 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, for the
8 purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of
9 the discharge of their duties, or of their obedience to the directions of Defendants, as required by
10 Labor Code 2802.

11 40. At all relevant times mentioned herein, Defendants have had a policy or practice of
12 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
13 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
14 Employees with the rates of pay and overtime rates of pay applicable to their employment;
15 allowances claimed as part of the minimum wage; the regular payday designated by Defendants;
16 the name, address, and telephone number of the workers' compensation insurance carrier;
17 information regarding paid sick leave; and other pertinent information required to be disclosed by
18 Defendants under Labor Code section 2810.5.

19 41. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
20 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
21 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
22 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
23 all other Aggrieved Employees.

24 42. At all relevant times mentioned herein, Defendants have had a policy or practice
25 of failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
26 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
27 any calendar month shall be paid for between the 16th and 26th day of the month during which the
28 labor was performed, and labor performed between the 16th and the last day, inclusive of any

1 calendar month, shall be paid for between the 1st and 10th day of the following month.”

2 43. At all relevant times mentioned herein, Defendants had and have a policy or
3 practice of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills,
4 knowledge and experience they obtained at Defendants for purposes of competing with
5 Defendants, including, without limitation, preventing Employees from disclosing their wages in
6 negotiating a new job with a prospective employer, and from disclosing who else works at
7 Defendants and under what circumstances that they might be receptive to an offer from a rival
8 employer. Plaintiff is informed and believes that this policy and/or practice violates Business and
9 Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of
10 the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

11 44. Defendants had and have a policy or practice of preventing Plaintiff and/or other
12 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
13 to their managers or outside to private attorneys or government officials, among others, in
14 violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code
15 section 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described
16 policies and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing
17 information about unsafe or discriminatory working conditions, or about wage and hour violations
18 in violation of Labor Code section 232 and 232.5.

19 45. Defendants had and have a policy or practice of preventing Plaintiff and/or other
20 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating
21 state statutes entitling employees to disclose wages, working conditions, and illegal conduct,
22 including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and
23 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the
24 exercise of Plaintiff’s and/or other Aggrieved Employee’s constitutional rights of freedom of
25 speech and economic liberty.

26 46. Plaintiff, on his own behalf and on behalf of Class Members, brings this action
27 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
28 512, 1194, 1194.2, 1197, 2802, *et al.*, and California Code of Regulations, Title 8, section 11040,

1 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
2 periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
3 indemnify work-related expenses, other such provisions of California law, and reasonable
4 attorneys' fees and costs.

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

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

15 **CLASS ACTION ALLEGATIONS**

16 49. Plaintiff brings this action on behalf of himself and all others similarly situated, as a
17 class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of
18 all current, former and prospective employees of Defendants who applied for a position with
19 Defendants and had a background check performed beginning five (5) years preceding the filing of
20 Plaintiff's complaint up until the date that final judgment is entered in this action (collectively
21 referred to as "Class Members").

22 50. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision
23 (b) to amend or modify the class description with greater specificity or further division into
24 subclasses or limitation to particular issues.

25 51. This action has been brought and may properly be maintained as a class action
26 under the provisions of Code of Civil Procedure section 382 because there is a well-defined
27 community of interest in the litigation and the proposed Class is easily ascertainable.

28 ///

1 **A. Numerosity**

2 52. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are at least sixty-two (62) Class
5 Members within the State of California.

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

10 **B. Commonality**

11 54. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 (a) Whether Defendants failed to comply with the requirements of the FCRA
14 under 15 U.S.C. § 1681, *et seq.*, including by failing to include the proper
15 disclosures and proper authorizations required by law?
16 (b) Whether Defendants failed to comply with the requirements of the ICRAA
17 under California Civil Code section 1786, *et seq.*, including by failing to
18 include the proper disclosures and proper authorizations required by law?
19 (c) Whether Defendants failed to comply with the requirements of the
20 Consumer Credit Reporting Agencies Act under California Civil Code
21 section 1785 *et seq.*, including by failing to include the proper disclosures
22 and proper authorizations required by law?
23 (d) Whether Defendants willfully failed to comply with the FCRA?
24 (e) Are Class Members entitled to costs and attorneys' fees?
25 (f) Are Class Members entitled to actual damages?
26 (g) Are Class Members entitled to punitive damages?
27 (h) Are Class Members entitled to interest?

28 ///

1 **C. Typicality**

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

7 **D. Adequacy of Representation**

8 56. Plaintiff will fairly and adequately represent and protect the interest of Class
9 Members. Counsel who represents Plaintiff is competent and experienced in litigating class
10 actions and has no interests adverse to, or otherwise conflict with, the interests of the absent Class
11 Members.

12 **E. Superiority of Class Action**

13 57. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
15 questions of law and fact common to Class Members predominate over any questions affecting
16 only individual Class Members. Class Members, as further described therein, have been damaged
17 and are entitled to recovery by reason of Defendants' illegal policy and/or practices, that have
18 resulted in the violation of state and federal statutory authority.

19 58. Class action treatment will allow those similarly situated to litigate their claims in a
20 manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
21 unaware of any difficulties that are likely to be encountered in the management of this action that
22 would preclude its maintenance as a class action.

23 **FIRST CAUSE OF ACTION**

24 **(Violation of the Fair Credit Reporting Act – Against All Defendants)**

25 59. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs of this Complaint as though fully set forth hereat.

27 60. Defendants are "persons" as defined by section 1681a(b) of the FCRA;

28 61. Plaintiff and Class Members are "consumers" within the meaning of Section

1 1681a(c) of the FCRA because they are “individuals.”

2 62. Pursuant to 15 U.S.C. section 1681b(b)(2)(A), an employer may not procure, or
3 cause to be procured, consumer reports for employment purposes without providing the
4 [employee] with “a clear and conspicuous disclosure... made in writing... in a document that
5 consists solely of the disclosure that a consumer report may be obtained for employment
6 purposes” and which the consumer has “authorized in writing” the procurement of the report by
7 that person.

8 63. 15 U.S.C. section 1681d(a)(1)(B) further provides that an employer may not
9 procure or cause to be prepared an investigative consumer report on any consumer unless it is
10 “clearly and accurately disclosed to the [employee] that an investigative consumer report... may
11 be made and such disclosure includes a statement informing the consumer of his right to request
12 the additional disclosures provided for under subsection (b) of this section and the written
13 summary of the rights of the consumer prepared pursuant to section 1681g(c) of this title.”

14 64. Plaintiff is informed and believes, and based thereon alleges, that during the
15 relevant time periods alleged herein, Defendants have, at times, obtained and used information in
16 consumer reports to conduct background checks on prospective and existing employees which
17 failed to comply with the requirements under the FCRA because they, among other things,
18 included superfluous information within the disclosure, such as identifying information of a third
19 party consumer reporting agency, which may not have been the reporting agency used to obtain or
20 procure the consumer report for Plaintiff and Class Members and/or failed to obtain proper
21 authorization before procuring a consumer report, including by either obtaining consumer reports
22 without authorization or when such authorization had expired.

23 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants’
24 violations of the FCRA were willful. Defendant knew or should have known about its obligations
25 under the FCRA as a result of the plain language of the statutes.

26 66. Plaintiff, on behalf of himself and Class Members, seeks all statutory remedies
27 available under the FCRA, including statutory penalties, actual damages, punitive damages, and
28 attorneys’ fees and costs pursuant to, without limitation, 15 U.S.C. §§ 1681n and 1681o.

1 **SECOND CAUSE OF ACTION**

2 **(Viol. of the Cal. Investigative Consumer Reporting Agencies Act – Against All Defendants)**

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

5 68. At all relevant times, Plaintiff and Class Members were current, former, and
6 prospective employees of Defendants covered by the California Investigative Consumer Reporting
7 Agencies Act, California Civil Code section 1786 *et seq.* (“ICRAA”).

8 69. Plaintiff is informed and believes that Plaintiff and Class Members are
9 “consumers” within the meaning Section 1786.2(b) of the ICRAA, because they are “individuals.”

10 70. Section 1786.2(c) of the ICRAA defines an “investigative consumer report” as “a
11 consumer report in which information on a consumer's character, general reputation, personal
12 characteristics, or mode of living is obtained through any means.”

13 71. Plaintiff is informed and believes that Defendants obtained background checks
14 from Plaintiff and Class Members, which qualify as an “investigative consumer report” under the
15 ICRAA.

16 72. Section 1786.16(a)(2) of the ICRAA provides, in relevant part, that “[i]f, at any
17 time, an investigative consumer report is sought for employment purposes... the person seeking
18 the investigative consumer report may procure the report, or cause the report to be made, only if
19 all of the following apply:

20 “(A) The person procuring or causing the report to be made has a permissible
21 purpose, as defined in Section 1786.12.

22 (B) The person procuring or causing the report to be made provides a clear and
23 conspicuous disclosure in writing to the consumer at any time before the report is
24 procured or caused to be made in a document that consists solely of the
25 disclosure...” that, among other things, an investigative report may be obtained;
26 identifies the name, address, and telephone number of the investigative consumer
27 reporting agency conducting the investigation; notifies the consumer in writing of
28 the nature of the scope of the investigation, including a summary of the provision
of section 1786.22; and notifies the consumer of the internet website address of the
investigative consumer reporting agency or the address, the telephone number of
the agency, where the consumer may find information about the investigative
reporting agency’s privacy practices, including whether the consumer’s personal
information will be sent outside of the United States or its territories and
information that complies with subdivision (d) of section 1786.20.

1 (C) The consumer has authorized in writing the procurement of the report.

2 73. Plaintiff is informed and believes and based thereon alleges that the plain language
3 of the statute indicates that the inclusion of extraneous information in a disclosure form violates
4 the disclosure and authorization requirements of the ICRAA, because such a form would not
5 consist “solely” of the disclosure and that the notice provided be “clear and conspicuous.”
6 Additionally, section 1786.16 requires that the consumer authorize in writing the procurement of
7 the report.

8 74. Plaintiff is informed and believes that during the relevant time periods alleged
9 herein, Defendants have, at times, failed to make a “clear and conspicuous” disclosure in writing
10 to Plaintiff and Class Members at any time before the report is or was procured or caused to be
11 made in a document that consists solely of the disclosure, that: an investigative consumer report
12 may be obtained; identified the name, address, and telephone number of the investigative
13 consumer reporting agency conducting the investigation; notified Plaintiff and Class Members in
14 writing of the nature and scope of the investigation requested, including a summary of the
15 provisions of Civ. Code § 1786.22; and notified Plaintiff and Class Members of the internet web
16 site of the investigative consumer reporting agency, or, if the agency had no internet web site
17 address, the telephone number of the agency where Plaintiff and Class Members may find
18 information about the investigative reporting agency’s privacy practices, including whether
19 Plaintiff and Class Member’s personal information will be sent outside of the United States or its
20 territories and information that complies with subdivision (d) of Section 1786.22.

21 75. Plaintiff is informed and believes that as a result of the above, Defendants have, at
22 times, willfully violated the strict disclosure and authorization requirements under the California
23 Investigative Consumer Reporting Agencies Act, California Civil Code section 1786 *et seq.*
24 (“ICRAA”).

25 76. As a result of Defendants' unlawful procurement of background reports by way of
26 its inadequate disclosures and authorizations, as set forth above, Plaintiff and Class Members have
27 been deprived of their consumer rights and prevented from making informed decisions about
28 whether to permit Defendants to obtain their personal information. As such, Plaintiff and Class

1 Members have been injured, including, but not limited to, having their privacy and statutory rights
2 invaded in violation of the ICRAA.

3 77. Plaintiff, on behalf of himself and Class Members, seeks all available remedies
4 pursuant to, without limitation, California Civil Code section 1786.50, including statutory
5 damages and/or actual damages, punitive damages, and attorneys' fees and costs.

6 **THIRD CAUSE OF ACTION**

7 **(Violation of the Consumer Credit Reporting Agencies Act – Against All Defendants)**

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

10 79. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by the Consumer Credit Reporting Agencies Act, California
12 Civil Code section 1785 *et seq.* (“CCRAA”).

13 80. Section 1785.3(c) of the ICRAA defines “consumer credit report” as “[a]ny written,
14 oral, or other communication or any information by a consumer credit reporting agency bearing on
15 a consumer's credit worthiness, credit standing, or credit capacity, which is used or is expected to
16 be used, or collected in whole or in part, for the purpose of serving as a factor in establishing the
17 consumer's eligibility for: ... (2) employment purposes...”

18 81. Plaintiff is informed and believes that the employment background checks procured
19 by Defendants on behalf of Plaintiff and Class Members qualify as consumer credit reports under
20 the CCRAA.

21 82. Section 1785.20.5(a) of the CCRAA provides, in relevant part, that “[p]rior to
22 requesting a consumer credit report for employment purposes, the user of the report shall provide
23 written notice to the person involved. The notice shall inform the person that a report will be used,
24 and shall identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for
25 use of the report. The notice shall also inform the person of the source of the report...”

26 83. Plaintiff is informed and believes and based thereon alleges that for the relevant
27 time periods described herein, Defendants have, at times, obtained and used information in
28 consumer reports to conduct background checks on prospective and existing employees without

1 providing proper notice informing Plaintiff and Class Members of the source of the reports,
2 without identifying the specific basis under subdivision (a) of Section 1024.5 of the Labor Code
3 for use of the report and/or without supplying the name and address of the consumer credit
4 reporting agency making the report, as required by California Civil Code section 1785.20.5(b).

5 84. Plaintiff is informed and believes that as a result of the above, Defendants have, at
6 times, willfully violated the strict disclosure and authorization requirements under the CCRAA.

7 85. Plaintiff is informed and believes Defendants' conduct in violation of Section
8 1785.20.5(a) of the CCRAA was and is willful and/or grossly negligent. Defendants acted in
9 deliberate or reckless disregard of their obligations and the rights of applicants and employees,
10 including Plaintiff and Class Members.

11 86. As a result of Defendants' illegal procurement of credit reports by way of their
12 inadequate notice, as set forth above, Plaintiff and Class Members have been injured including,
13 but not limited to, having their privacy and statutory rights invaded in violation of the CCRAA.

14 87. Plaintiff, on behalf of himself and Class Members, seeks all available remedies
15 pursuant to, without limitation, California Civil Code section 1785.31, including statutory
16 damages and/or actual damages, punitive damages, injunctive relief, and attorneys' fees and costs.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO COMPLY WITH “BAN THE BOX” LAW**

19 **VIOLATION OF LABOR CODE §§ 432.7, 432.8, and GOV'T CODE § 12952**

20 88. At all times herein set forth, California Labor Code sections 432.7 and 432.8 and
21 Government Code section 12952 collectively restrict prospective employers from making
22 inquiries into prospective employees' criminal records prior to making a conditional offer of
23 employment. Even after making an offer of employment, the employer cannot deny the
24 application because of a conviction without making an individual assessment which, among other
25 things, must justify denying the applicant the position by linking relevant conviction history with
26 specific job duties of the position sought.

27 89. At all times mentioned herein, California Labor Code sections 432.7, subdivision
28 (a)(1) has stated prospective employers “shall not ask an applicant for employment to

1 disclose...information concerning an arrest or detention that did not result in conviction, or
2 information concerning a referral to, and participation in, any pretrial or posttrial diversion
3 program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant
4 to law...”

5 90. At all times mentioned herein, California Labor Code sections 432.7, subdivision
6 (a)(2) has stated prospective employers “ shall not ask an applicant for employment to disclose,
7 through any written form or verbally, information concerning or related to an arrest, detention,
8 processing, diversion, supervision, adjudication, or court disposition that occurred while the
9 person was subject to the process and jurisdiction of the juvenile court. An employer also shall not
10 seek from any source whatsoever, or utilize, as a factor in determining any condition of
11 employment including hiring, promotion, termination, or any apprenticeship training program or
12 any other training program leading to employment, any record concerning or related to an arrest,
13 detention, processing, diversion, supervision, adjudication, or court disposition that occurred while
14 a person was subject to the process and jurisdiction of the juvenile court.”

15 91. Pursuant to Labor Code section 432.7, subdivision (c), any person who violates this
16 section may be subject to “actual damages or two hundred dollars (\$200), whichever is greater,
17 plus costs, and reasonable attorney’s fees. An intentional of violation of this section shall entitle
18 the applicant to treble actual damages, or five hundred dollars (\$500), whichever is greater, plus
19 costs, and reasonable attorney’s fees...”

20 92. During the relevant time period, Plaintiff is informed and believes and thereon
21 alleges that Defendants had and has a practice or policy of conducting unlawful background
22 checks on prospective and current employees prior to making a conditional offer. Plaintiff is
23 informed and believes, and based thereon alleges, that Defendant violated applicable laws by,
24 without limitation: requiring job applicants and employees to disclose their conviction history
25 before Defendant made a conditional offer of employment; inquiring into or considering the
26 conviction history of applicants before Defendant made any conditional offers of employment;
27 considering, distributing, or disseminating information about arrests not followed by conviction,
28 referrals to or participation in a pretrial or posttrial diversion program, convictions that have been

1 sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which
2 the convicted person has received a full pardon or has been issued a certificate of rehabilitation,
3 while conducting conviction history background checks in connection with any applications for
4 employment; intending to deny an applicant a position of employment solely or in part because of
5 the applicant's conviction history; and asking applicants for employment to disclose, through any
6 written form or verbally, information concerning or related to an arrest, detention, processing,
7 diversion, supervision, adjudication, or court disposition that occurred while the person was
8 subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and
9 other aggrieved employees.

10 93. As a direct and proximate result of the herein-described Labor Code and
11 Government Code violations, Plaintiff and other Aggrieved Employees are entitled to recover
12 damages, costs, attorney's fees, and civil penalties for Defendants pursuant to Labor Code sections
13 432.7, 432.8, and 2699 and Government Code section 12965.

14 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

1 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
2 rate of pay.”

3 98. Four (4) years prior to the filing of the Complaint in this Action through the
4 present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted
5 of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or
6 seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours
7 worked as a result of, including but not limited to, Defendants engaging, suffering, or permitting
8 employees to work off the clock, including, without limitation, by requiring employees: to come
9 early to work and leave late work without being able to clock in for all that time, to suffer under
10 Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in
11 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to
12 clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to
13 attend company meetings off the clock, to make phone calls or drive off the clock, and/or go
14 through security screenings and/or temperature checks off the clock, to the detriment of Plaintiff
15 and Class Members.

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

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

25 **SIXTH CAUSE OF ACTION**

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

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

1 102. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage
3 Orders.

4 103. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
5 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
6 Defendants' control.

7 104. For four (4) years prior to the filing of the Complaint in this Action through the
8 present, Defendants failed, at times, engaging, suffering, or permitting employees to work off the
9 clock, including, without limitation, by requiring employees: to come early to work and leave late
10 work without being able to clock in for all that time, to suffer under Employer's control due to
11 long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after
12 clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to
13 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
14 clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries;
15 and editing and/or manipulation of time entries to show less hours than actually worked, to the
16 detriment of Plaintiff and Class Members.

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

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

24 **SEVENTH CAUSE OF ACTION**

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

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

28 108. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

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

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

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

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

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

25 114. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
26 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
27 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and
28 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **EIGHTH CAUSE OF ACTION**

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

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

5 116. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by applicable Wage Orders.

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

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

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

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

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

4 122. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
5 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
6 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and
7 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

8 **NINTH CAUSE OF ACTION**

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

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

12 124. At all relevant times, Plaintiff and Class Members were employees or former
13 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
14 Wage Orders.

15 125. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
16 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
17 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
18 discharge immediately upon termination. Class Members who resigned were entitled to payment
19 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of
20 resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages
21 earned and unpaid at the time of resignation.

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

27 127. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
28 Class Members all wages earned prior to termination or resignation in accordance with Labor

1 Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by
2 Plaintiff and Class Members at the time of termination in accordance with Labor Code sections
3 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of
4 Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to
5 termination or resignation.

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

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

12 130. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
13 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
14 waiting time penalties, interest, and their costs of suit, as well.

15 **TENTH CAUSE OF ACTION**

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

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

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

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

27 134. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
28 before the filing of the Complaint in this Action through the present, Defendants failed to comply

1 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in
2 their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements
3 that accurately reflect, among other things, gross wages earned; total hours worked; net wages
4 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate; and the name and address of the legal entity that is the
6 employer, among other things.

7 135. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
8 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
9 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
10 provided wage statements that Defendants knew were not accurate.

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

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

22 138. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
23 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
24 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
25 attorneys' fees, and costs of suit.

26 **ELEVENTH CAUSE OF ACTION**

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

28 139. Plaintiff reallege and incorporate by reference all of the allegations contained in the

preceding paragraphs as though fully set forth hereat.

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

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

142. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and/or providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

143. During that time period, Plaintiff is informed and believes, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class Members for those losses and/or expenditures.

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

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

TWELVETH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

1 147. Plaintiff is informed and believes, and based thereon alleges that the unlawful
2 conduct of Defendants alleged herein constitutes unfair competition within the meaning of
3 Business and Professions Code section 17200. Due to their unlawful business practices in
4 violation of the Labor Code, Defendants have gained a competitive advantage over other
5 comparable companies doing business in the State of California that comply with their obligations
6 to compensate employees in accordance with the Labor Code.

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

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

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

19 **THIRTEENTH CAUSE OF ACTION**

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

21 151. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in
22 the preceding paragraphs as though fully set forth hereat.

23 **Civil Penalties Under Labor Code § 210**

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

1 153. At all relevant times herein, Labor Code section 210, subdivision (a) states and
2 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
3 this article, every person who fails to pay the wages of each employee as provided in Sections
4 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1)
5 For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and
6 “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
7 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

16 Civil Penalties Under Labor Code § 226.3

17 155. Defendants had and have a policy or practice of failing to comply with Labor Code
18 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
19 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
20 wages earned; the name and address of each employer with whom they have been placed to work;
21 all applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate; the legal name of the employer and/or the name and address of the
23 legal entity securing the employer’s services if the employer is a farm labor contractor; and other
24 such information as required by Labor Code section 226, subdivision (a).

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

1 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

4 158. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
5 and have a policy or practice of failing to furnish non-exempt employees, including, without
6 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned;
7 total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
8 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
9 name of the employer and/or the name and address of the legal entity securing the employer’s
10 services if the employer is a farm labor contractor; and other such information as required by Labor
11 Code section 226, subdivision (a).

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

17 Violation of Labor Code § 558

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

- 22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for
23 each pay period for which the employee was underpaid in addition to an amount
24 sufficient to recover underpaid wages;
- 25 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to
27 an amount sufficient to recover underpaid wages;
- 28 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

161. Plaintiff is informed and believes, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

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

Violation of Labor Code § 1174.5

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

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

165. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the

1 hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
2 applicable piece rate paid to, employees employed at the respective plants or establishments.
3 These records shall be kept in accordance with rules established for this purpose by the
4 commission, but in any case, shall be kept on file for not less than three years. An employer shall
5 not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a
6 piece-rate basis, piece-rate units earned.”

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

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

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

22 Violation of Labor Code § 1197.1

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

- 1 (1) For any initial violation that is intentionally committed, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the
3 employee is underpaid. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to
5 Section 1194.2, and any applicable penalties imposed pursuant to Section
6 203.
- 7 (2) For each subsequent violation for the same specific offense, two hundred
8 fifty dollars (\$250) for each underpaid employee for each pay period for
9 which the employee is underpaid regardless of whether the initial violation
10 is intentionally committed. This amount shall be in addition to an amount
11 sufficient to recover underpaid wages, liquidated damages pursuant to
12 Section 1194.2, and any applicable penalties imposed pursuant to Section
13 203.
- 14 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant
15 to Section 203, recovered pursuant to this section shall be paid to the
16 affected employee.”

17 170. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of
19 Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’
20 minimum wages for all hours worked or otherwise under Defendants’ control due to, without
21 limitation, routinely failing to accurately track and/or pay for all hours actually worked;
22 detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or
23 otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or
24 permitting employees to work off the clock, entitling Plaintiff and other aggrieved Employees to
25 actual and liquidated damages.

26 171. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

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

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

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

1 **DEMAND FOR JURY TRIAL**

2 176. Plaintiff demands a trial by jury on all causes of action contained herein.

3 **PRAYER**

4 WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for
5 judgment against Defendants as follows:

- 6 A. An order certifying this case as a Class Action;
- 7 B. An Order appointing Plaintiff as Class representative and appointing
8 Plaintiff's counsel as class counsel;
- 9 C. Damages for all wages earned and owed, including minimum overtime
10 wages under Labor Code sections 510, 1194, 1197 and 1199;
- 11 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 12 E. Damages for unpaid premium wages from missed meal and rest periods
13 under, among other Labor Code sections 512 and 226.7;
- 14 F. Penalties for inaccurate wage statements under Labor Code section 226,
15 subdivision (e);
- 16 G. Waiting time penalties under Labor Code section 203;
- 17 H. Damages under Labor Code sections 2802;
- 18 I. Preliminary and permanent injunctions prohibiting Defendants from further
19 violating the California Labor Code and requiring the establishment of
20 appropriate and effective means to prevent future violations;
- 21 J. Restitution of wages and benefits due which were acquired by means of any
22 unfair business practice, according to proof;
- 23 K. Actual damages;
- 24 L. Punitive damages;
- 25 M. Statutory penalties;
- 26 N. For penalties pursuant to Labor Code sections 432.7 and 432.8;
- 27 O. Declaratory relief;
- 28 P. Injunctive relief;

- 1 Q. An award of civil penalties pursuant to Labor Code sections 210, 226.3,
2 558, 1174.5, 1197.1 and 2699;
3 R. An award of reasonable attorneys' fees and costs pursuant to Labor Code
4 sections 210, 226.3, 558, 1174.5, 1197.1 and 2699;
5 S. Pre-judgment and post-judgment interest at a maximum rate allowed by law;
6 T. For attorneys' fees in prosecuting this action;
7 U. For costs of suit incurred herein; and
8 V. For such other and further relief as the Court deems just and proper.
9

10 Dated: August 14, 2023

BIBIYAN LAW GROUP, P.C.

11 */s/ Vedang J. Patel*

12 BY: _____

13 DAVID D. BIBIYAN

VEDANG J. PATEL

IONA LEVIN

14 Attorneys for Plaintiff JOHN KELLEY, on behalf of
15 himself and all others similarly situated aggrieved
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