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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/10/2025 1:12 PM
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Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff and the Putative Class

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

LUIS MONTIEL, individually and on behalf
of all similarly situated individuals,

Plaintiff,

v.

STONE BLUE, INC., a California
corporation; and **DOES 1-100**;

Defendants.

CASE NO. **25STCV16784**

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Wages;**
- 3) Failure to Provide Meal Periods or
Premium Pay in Lieu Thereof;**
- 4) Failure to Provide Rest Periods or
Premium Pay in Lieu Thereof;**
- 5) Failure to Reimburse Necessary
Business Expenses;**
- 6) Failure to Provide and Maintain
Accurate Records;**
- 7) Failure to Pay Wages When Due During
Employment and at Separation;**
- 8) PAGA; and**
- 9) Violation of California's Unfair
Competition Law**

Jury Trial Requested

1 Plaintiff Luis Montiel (“Plaintiff”), on behalf of himself and all other similarly situated
2 current and former employees (“Class Members”), by and through his counsel of record, alleges as
3 follows against Stone Blue, Inc., and DOES 1-100 (collectively, “Defendants”):

4 **PARTIES**

5 1. Plaintiff Luis Montiel is a resident of Los Angeles County, California. Plaintiff was
6 as an hourly, non-exempt employee of Defendants working as a Sander from approximately June
7 2024 to February 2025. Plaintiff Luis Montiel was subject to the policies and practices described in
8 this Complaint at all times during his employment with Defendants.

9 2. Defendant Stone Blue, Inc. is a California corporation. On information and belief,
10 Stone Blue, Inc. has employed at least 50 hourly, non-exempt employees in a variety of capacities
11 through the four years leading to this Complaint within the state of California. Stone Blue, Inc. is a
12 California stock corporation with its principal place of business at 2501 East 28th Street, Vernon,
California 90058.

13 3. Plaintiff is not currently aware of the names and true identities of defendants Does 1-
14 100. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
15 when this information is available. Each Doe defendant is responsible for the damages alleged
16 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
17 through the conduct of others. Further references in this complaint to any named Defendants includes
18 the fictitiously named defendants.

19 4. At all times alleged herein, each Defendant was an agent, servant, joint employer,
20 employee, partner, and/or joint venture of every other Defendant and was acting within the scope of
21 the Defendants’ relationship. Moreover, the conduct of every Defendant was ratified by each
22 Defendant.

23 **VENUE AND JURISDICTION**

24 5. The court has jurisdiction over all causes of action in this complaint pursuant to
25 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely
26 on California statutes and law, including the Labor Code and Business & Professions Code. Because
27 Defendants conduct substantial business in Los Angeles County, Defendants are within the
28 jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204
provides that any person acting on their own behalf may bring an action in any court of competent

jurisdiction.

6. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendant Stone Blue, Inc.’s principal place of business is located in Los Angeles, California in the County of Los Angeles. A substantial amount of the unlawful acts alleged have directly affected Plaintiff, and similarly situated employees, in Los Angeles County, where Plaintiff was employed by Defendants and earned wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

7. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees the right to take timely, compliant, uninterrupted, and/or duty-free meal and rest breaks pursuant to Labor Code § 226.7 based on, at least, the following uniform policies and practices.

8. *First*, Defendants implemented a policy and practice that required Plaintiff and Class Members to remain on-call and in certain areas during meal and rest breaks. These policies prohibited employees from using meal and rest periods in a manner of their choosing, free from their employer’s dominion and control.

9. *Second*, Defendants, in fact, interrupted Plaintiff and Class Members during their meal and rest periods to discuss work-related matters, instruct them on pending tasks, or require them to cut short their breaks to return to work, but did not allow them to clock back in, record this time as compensable time, or provide them with a compliant meal or rest period. Defendants also required Class Members to skip meal and rest breaks when workloads were high and/or when locations were understaffed.

10. *Third*, Defendants implemented an “auto-deduct” policy where they, as a matter of uniform policy and practice, deducted 30 minutes of time worked from each Class Member per shift for “meal periods” regardless of whether Class Members actually took a fully net-30 minute meal period, were required to work through their meal period, or remained under Defendants’ control during their meal periods causing numerous Class Members to not only be denied legal compliant meal periods, but to be shorted wages for time worked.

11. In failing to authorize and/or permit timely and/or uninterrupted meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of

meal and rest periods to its non-exempt employees. Defendants denied compensation in lieu of meal and rest periods, including premium wages owed, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal and rest periods.

12. Additionally, by requiring employees to work during their meal periods but preventing them from recording that time, Plaintiff and Class Members were forced to work off the clock and deprived of owed straight time wages. Additionally, as Class Members worked shifts of at least 8 hours, or weeks of at least 40 hours, or for days of work without one day's rest in seven, some of this time was required to be paid at overtime rates, but was not done so.

13. Finally, Plaintiff and Class Members were not reimbursed for necessary business expenditures, such as purchasing masks, to discharge their duties.

14. Accordingly, Plaintiff brings this action on behalf of himself and as a class action on behalf of the following defined Class:

15. **Non-Exempt Employee Class:**

All non-exempt, hourly employees who worked at least one 3.5-hour shift for Defendants in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

16. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

17. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 50 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

18. **Typicality.** Plaintiff's claims are typical of all Class Members. Like all other Class Members, Plaintiff was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

19. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands his obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is

1 invested in redressing Defendants’ illegal practices on behalf of all Class Members. Moreover,
2 Plaintiff has retained competent counsel experienced in both class action and employment litigation.
3 Plaintiff’s attorneys, the proposed class counsel, are versed in the rules governing class action
4 discovery, certification, and settlement, and will vigorously assert the claims of all Class Members.
5 Plaintiff has incurred, and will continue to incur, costs and attorneys’ fees that have been, are, and
6 will be necessarily expended for the prosecution of this action for the substantial benefit of each
7 Class Member.

8 20. **Existence and Predominance of Common Issues.** Common questions of law and
9 fact exist as to all Class Members and predominate over issues affecting individual Class Members,
10 including, but not limited to:

- 11 a. Whether Defendants have a common policy and/or practice of failing to
12 accurately record non-exempt employees’ time;
- 13 b. Whether Defendants have a common policy and/or practice by which they
14 implemented an “auto-deduct” of 30 minutes or more for employees for meal
15 periods regardless of whether employees took a meal period or its actual length;
- 16 c. Whether Defendants’ auto-deduct policy and practice unlawfully deprives
17 employees of wages earned;
- 18 d. Whether Defendants have a common policy and/or practice of failing to
19 accurately compensate non-exempt employees for all time worked;
- 20 e. Whether Defendants unlawfully required Plaintiff and Class Members to remain
21 under Defendants’ control and direction while off-the-clock;
- 22 f. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff
23 and Class Members at a minimum wage for all hours worked;
- 24 g. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff
25 and Class Members required overtime wages;
- 26 h. Whether Defendants have a common policy and/or practice of depriving Plaintiff
27 and Class Members of compliant, off-duty meal and/or rest periods;
- 28 i. Whether Defendants unlawfully required Plaintiff and Class Members to remain
under Defendants’ control and direction while on meal and/or rest periods;
- j. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class

- Members of compliant, off-duty meal and/or rest periods;
- k. Whether Defendants paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;
- l. Whether Defendants have a common policy and/or practice of failing to reimburse employees for necessary business expenditures;
- m. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;
- n. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;
- o. Whether Defendants have a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- p. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- q. Whether Defendants have a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210.
- r. Whether Defendants have a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;
- s. Whether Defendants unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;
- t. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;
- u. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law; and
- v. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by depriving them of meal and/or rest periods, failing to provide them with

1 compensation in lieu of meal and/or rest periods, failing to pay all regular and
2 overtime wages earned, failing to pay wages upon termination, failing to furnish
3 accurate and timely itemized wage statements upon payment of wages, and
4 failing to pay all compensation due upon discharge.

5 21. **Superiority.** A class action is superior to other available means for the fair and
6 efficient adjudication of this dispute. The damages suffered by individual Class Members, while
7 substantial, are small compared to the burden and expense of individual prosecution of the complex
8 and expensive litigation necessary to address Defendants' conduct. Even if Class Members
9 themselves could afford individual litigation, the court system would be overwhelmed by individual
10 lawsuits if all Class Members sought redress. In addition, individualized litigation increases the
11 delay and expense to all parties and to the court system resulting from the complex legal and factual
12 issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory
13 judgments. By contrast, the class action device presents far fewer management difficulties; it allows
14 the hearing of claims which might otherwise go unaddressed because of the relative expense of
15 bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale,
16 and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice
17 to members of the Class through Defendants' records.

18 **CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

21 ***Failure to Pay Minimum Wages for All Hours Worked***

22 **(Plaintiff and Class Against Defendants)**

23 22. Plaintiff repeats and incorporates by reference all allegations contained in the
24 preceding paragraphs as if fully set forth herein.

25 23. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that
26 payment of a wage less than the minimum wage as set by statute, commission, or by the general
27 prevailing rate is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time
28 during which an employee is subject to the control of an employer, and includes all the time the
employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit.
8, § 11050(2)(L) (defining "Hours Worked").

24. Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work off-the-clock and/or while on-call without compensating all time spent under Defendants' control.

25. As part of this practice, Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required Plaintiff and Class Members to be on-call and on predesignated areas during their putative meal periods, but were not paid for this time because it was not recorded as time worked. Additionally, Defendants failed to compensate Plaintiff and the Class for all hours worked because of their “auto-deduct” policy which deducted 30 minutes of time worked from each Class Member per shift for “meal periods” regardless of whether Class Members actually took a fully net-30 minute meal period, were required to work through their meal period, or remained under Defendants’ control during their meal periods causing numerous Class Members to be shorted wages for time worked.

26. Defendants' failure to pay Plaintiff and Class Members minimum wages for all hours worked violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

27. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, applicable civil penalties, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiff and Class Against Defendants)

28. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

29. California Labor Code sections 510, 1198, and Industrial Wage Order No. 5 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 5 provides that Defendants were required to pay Plaintiff and Class Members working more than eight hours in a

1 day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours
2 worked in excess of eight hours in a day or more than forty hours in a workweek.

3 30. Throughout the Class Period, Plaintiff and Class Members were not paid overtime
4 premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve
5 hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek,
6 and/or in excess of 40 hours in a week because all hours worked were not recorded as compensable
7 time as a direct consequence of Defendants' policies and practices, including without limitation its
8 meal and rest period and "auto-deduct" policies and/or practices.

9 31. Because Plaintiff and Class Members worked shifts of more than eight hours a day
10 or forty hours a week on the clock, some of this work qualified for overtime premium pay. Therefore,
11 Plaintiff and Class Members were not paid overtime wages at the correct rate of pay for all of the
12 overtime hours worked. Defendants knew or should have known that their policies and practices
13 forced Plaintiff and Class Members to work in excess of eight hours per workday and/or 40 hours
14 per workweek without being compensated for all hours worked.

15 32. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to
16 recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees, and
17 applicable civil penalties.

18 **THIRD CAUSE OF ACTION**

19 ***California Labor Code §§ 226.7, 512(a), and 1198***

20 ***Failure to Provide Meal Periods or Premium Pay in Lieu Thereof***

21 **(Plaintiff and Class Against Defendants)**

22 33. Plaintiff repeats and incorporates by reference all allegations contained in the
23 preceding paragraphs as if fully set forth herein.

24 34. Labor Code section 512(a) provides that an employer may not require, cause, or
25 permit an employee to work for a period of more than five hours per day without providing the
26 employee with a meal period of not less than thirty minutes, except that if the total work period per
27 day of the employee is not more than six hours, the meal period may be waived by mutual consent
28 of both the employer and the employee. Under California law, first meal periods must start after no
more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-104 (2012). An
employee is also entitled to a second meal period for shifts in which the employee works in excess

1 of ten hours.

2 35. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require
3 an employee to work during any meal period mandated by an applicable order of the IWC, including
4 Industrial Wage Order No. 5. “An off-duty meal period, therefore, is one in which the employee is
5 relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an
6 off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of
7 all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012). The employee must
8 also be “free to leave the premises.” *Id.* at 1036.

9 36. Defendants also failed to relieve Plaintiff and Class Members from all duty when on
10 their meal period by requiring Plaintiff and Class Members to remain on-call during meal periods.
11 Additionally, Defendants pressured Plaintiff and Class Members to prioritize completing assigned
12 work by working through their meal periods, skipping them, or by interrupting their meal periods,
13 or by taking them late. Numerous Class Members, including Plaintiff, were required to take late
14 meal periods, skip them, interrupt them, or remain on duty due to the combination of Defendants’
scheduling practices and policies.

15 37. Defendants did not pay Plaintiff and Class Members all meal period premium wages
16 when meal periods were missed, interrupted by work, and taken late, in violation of Wage Order
17 No. 5 and Labor Code sections 226.7 and 512(a).

18 38. Defendants’ conduct violates Wage Order No. 5 and Labor Code sections 512(a),
19 226.7, and 1198. Plaintiff and Class Members are entitled to one additional hour of pay at their
20 regular rate of compensation for each workday that a compliant meal period was not provided, and
21 interest thereon, along with applicable civil penalties.

22 **FOURTH CAUSE OF ACTION**

23 ***California Labor Code §§ 226.7 and 1198***

24 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

25 **(Plaintiff and Class Against Defendants)**

26 39. Plaintiff repeats and incorporates by reference all allegations contained in the
27 preceding paragraphs as if fully set forth herein.

28 40. At all times relevant to this complaint, Defendants knew it was obligated to provide
compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

1 41. Labor Code § 226.7 provides:

2 (a) No employer shall require any employee to work during any meal or rest period
3 mandated by an applicable order of the Industrial Welfare Commission.

4 (b) If any employer fails to provide an employee a meal period or rest period in
5 accordance with an applicable order of the Industrial Welfare Commission, the
6 employer shall pay the employee one additional hour of pay at the employee's
7 regular rate of compensation for each work day that the meal or rest period is not
8 provided.

9 42. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an
10 employee to work during any rest or meal period mandated by an applicable order of the IWC,
11 including Wage Order No. 5. Employers must authorize and permit employees to be relieved of all
12 duty during their rest and meal periods: "A rest period, in short, must be a period of rest."¹ *Augustus*
13 *v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

14 43. Defendants failed to relieve Plaintiff and Class Members from all duty when on their
15 rest period by requiring Plaintiff and Class Members to remain on-call throughout rest periods.
16 Additionally, Defendants pressured Plaintiff and Class Members to prioritize completing assigned
17 work by working through their rest periods, skipping them, or by interrupting their rest periods.

18 44. As a direct and proximate result of Defendants' willful and unlawful conduct,
19 Plaintiff and Class Members have sustained damages, including lost compensation resulting from
20 missed or non-compliant rest periods, in an amount to be established at trial.

21 45. Pursuant to Wage Order No. 5 and Labor Code § 226.7(b), Plaintiff and Class
22 Members are entitled to recover from Defendants an additional hour of pay at their regular rates of
23 pay for each shift that a compliant rest period was not provided. Defendant was aware that its actions
24 were a violation of applicable law but consistently refused to pay premium pay as required by law.
25

26 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department
27 of Industrial Relations, "Rest Periods/Lactation Accommodations," available at
28 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the
work premises during my rest period? A. No, your employer cannot impose any restraints not
inherent in the rest period requirement itself.").

1 **FIFTH CAUSE OF ACTION**

2 ***California Labor Code § 2802***

3 ***Failure to Reimburse Necessary Business Expenses***

4 **(Plaintiff and Class Against Defendants)**

5 46. Plaintiff repeats and incorporates by reference every allegation in this complaint as
6 if fully set forth herein.

7 47. Labor Code section 2802 provides that “[a]n employer shall indemnify his or his
8 employee for all necessary expenditures or losses incurred by the employee in direct consequence
9 of the discharge of his or his duties, or of his or his obedience to the directions of the employer.”
10 Lab. Code § 2802.

11 48. Defendants failed to reimburse Plaintiff and Class Members for all business-related
12 expenses that were necessary to perform their job, including requiring Plaintiff and the Class to use
13 of their personal cell phones for Defendants’ business, as well as purchasing, amongst other things,
14 masks out of pocket. *See Cochran v. Schwan’s Home Services, Inc.*, 228 Cal. App. 4th 1137 (2014).

15 49. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for
16 the costs Plaintiff and Class Members incurred plus attorneys’ fees and costs. Lab. Code § 2802.

17 **SIXTH CAUSE OF ACTION**

18 ***California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)***

19 ***Failure to Provide and Maintain Accurate Records***

20 **(Plaintiff and Class Against Defendants)**

21 50. Plaintiff repeats and incorporates by reference all allegations contained in the
22 preceding paragraphs as if fully set forth herein.

23 51. Labor Code § 226 requires employers to furnish employees with an accurate,
24 itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours
25 worked by the employee (for hourly-paid, non-exempt employees); (3) net wages earned; and (4) all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee.

28 52. At all times relevant to this complaint, Defendants’ failure to pay premium wages for
missed meal and rest periods and minimum and/or overtime wages for work-off-the-clock rendered
Class Members’ wage statements inaccurate by failing to accurately reflect Plaintiff’s and Class

Member's time worked, as well as premium, gross, and net wages earned.

53. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed.

54. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

55. Additionally, Defendants' actions in regard to Labor Code § 248.2(d)(2)(A) constitute violations of Labor Code sections 233 and 245, *et seq.* As a result, Plaintiff and the Class are accordingly entitled to all applicable civil penalties, and reasonable attorney's fees and costs in an amount subject to proof at trial. Lab. Code §§ 233 and 245, *et seq.*

SEVENTH CAUSE OF ACTION

California Labor Code §§ 201, 202, 203, 204, 210

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

56. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

57. Labor Code § 201 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages² shall become due and payable not later than 72 hours thereafter,

² Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California

1 unless the employee has given 72 hours previous notice of his or her intention to quit,
2 in which case the employee is entitled to his or her wages at the time of quitting.
3 Notwithstanding any other provision of law, an employee who quits without
4 providing a 72-hour notice shall be entitled to receive payment by mail if he or she
5 so requests and designates a mailing address. The date of the mailing shall constitute
6 the date of payment for purposes of the requirement to provide payment within 72
7 hours of quitting.

8 58. Defendants do not include definite periods of service in their contracts of
9 employment for Class Members employed at their California properties. Plaintiff's contract of
10 employment did not include a definite term.

11 59. Labor Code § 203 provides:

12 If an employer willfully fails to pay, without abatement or reduction, in accordance with §
13 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
14 quits, the wages of the employee shall continue as a penalty from the due date thereof
15 at the same rate until paid or until an action therefor is commenced; but the wages
16 shall not continue for more than 30 days.

17 60. Labor Code § 204 provides that all wages, other than those mentioned in Section 201
18 and 202, are due and payable twice during each calendar month, on days designated in advance by
19 the employer as regular paydays.

20 61. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely
21 pay the minimum wages, overtime wages, and meal and rest period premiums resulting from its
22 deficient timekeeping and meal and rest period policies upon its regularly scheduled paydays.

23 62. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their
24 regularly scheduled pay dates subjects Defendants to civil penalties in the amount of \$100 per employee
25 per initial violation and \$200 per employee for every subsequent violation of Labor Code § 204
26 pursuant to Labor Code § 210.

27 63. Failure to Pay Upon Termination. Plaintiff and many Class Members have left

28

Supreme Court recently held that failure to pay premiums for violating the California Labor
Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

Defendants’ employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

64. Relief. Defendants’ failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants’ employment, violates Labor Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, 2699; Private Attorneys General Act (“PAGA”) – Against All Defendants)

65. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

66. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

67. Mr. Montiel, by nature of his employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

68. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as described herein, plus attorneys’ fees and costs.

69. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties

1 for an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a
2 notice to the Labor and Workforce Development Agency in the amounts set forth in Labor Code
3 § 2698.

4 70. These penalties are in addition to any other relief available under the Labor Code and
5 are allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five
6 percent to the affected employees.

7 71. These penalties may be "stacked" separately for each of Defendants' violations of
8 the Labor Code subject to the exceptions enumerated in Labor Code section 2698(i). *See, e.g.,*
9 *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June
10 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at
11 *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

12 72. Procedural Requirements Met. On February 28, 2025, Plaintiff electronically filed a
13 notice of claims with the LWDA and sent a copy to Defendants by certified mail. On May 5, 2025,
14 the sixty-five-day notice period expired as to all defendants. Plaintiff did not receive notice from the
15 LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA
16 that it was declining to investigate with the 65-day period under Labor Code § 2699.3. Since the
17 LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required
18 administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A
19 true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

20 **NINTH CAUSE OF ACTION**

21 ***California Business and Professions Code §§ 17200, et seq.***

22 ***Violation of California's Unfair Competition Law***

23 **(Plaintiff and Class Against Defendants)**

24 73. Plaintiff repeats and incorporates by reference every allegation in this complaint as
25 if fully set forth herein.

26 74. Defendants are each a "person" as defined by California Business & Professions
27 Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or
28 association.

75. Unlawful Business Practices. Defendants' knowing violations of the Labor Code and
IWC Wage Order No. 5 constitute an unlawful business practice as set forth in Business &

Professions Code § 17200, *et seq.*

76. Defendants' failure to abide by the laws discussed herein provide Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

77. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

A. For an Order:

a. Certifying the Class;

b. Appointing Plaintiff as representative of the Class;

c. Appointing Plaintiff's counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law;

G. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;

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H. For such other relief as this Court deems just and proper.

Dated: June 10, 2025

Respectfully submitted,

AKHAVAN & ASSOCIATES

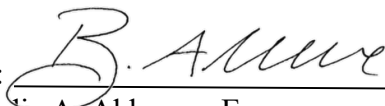
By: 
Bardia A. Akhavan, Esq.
Attorneys for Plaintiff and the Putative Class

EXHIBIT A



AKHAVAN
— & ASSOCIATES —
A PROFESSIONAL LAW CORPORATION

AKHAVAN & ASSOCIATES

15760 Ventura Boulevard, Suite #1720

Encino, California 91436

Tel: 855.463.4733

www.baalaw.com

February 28, 2025

PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL

Judy Oh – Agent for Service of Process

STONE BLUE, INC.

2501 East 28th Street,

Vernon, California 90058

Tracking: 9589 0710 5270 0357 0841 87

Re: Notice Letter of Luis Montiel, on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

Employer: STONE BLUE, INC.
2501 East 28th Street,
Vernon, California 90058

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Luis Montiel’s (“Employee”) employment with Employee’s former employer: Stone Blue, Inc. (“Employer”). Employee was employed as a non-exempt employee of Employer, at without limitation, 2501 East 28th Street, Vernon, California 90058, with duties that included, but were not limited to, sanding jean garments and other relating tasks, from approximately June 2024 through February 2025. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as “Aggrieved Employees”. Moreover, the allegations herein shall encompass the “PAGA Period”, which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result

of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for

half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of

all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these

wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein

including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer

violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees 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 required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the

notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at

Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations

was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their

employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose

wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation,

Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the

opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for

more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Although notice is not required under Labor Code section 2699.3 to recover penalties under Labor Code section 226.8, Employee is informed and believes, and based thereon alleges that Employer willfully misclassified Employee and Aggrieved Employees as independent contractors and charged willfully misclassified independent contractors a fee, or made deductions from compensation for purposes that include, without limitation, goods, materials space, rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where these acts would have violated the law if the individual were not misclassified. As such, including the Labor Code sections described hereabove, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 226.8. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

AKHAVAN & ASSOCIATES

A handwritten signature in black ink, appearing to read "B. Akhavan", with a large, stylized initial "B" and a cursive "Akhavan".

BARDIA A. AKHAVAN
Bardia@baalaw.com