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as an individual and on behalf of all other
similarly situated Class Members and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

AMAHURI CAZARES, as an individual
and on behalf of all other similarly situated
Class Members,

Plaintiff,

v.

MARVIN ENGINEERING CO., INC., a
California Corporation; MARVIN LAND
SYSTEMS, INC., a California
Corporation; THE MARVIN GROUP,
INC., a California Corporation; and DOES
1-100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

06/20/2025

David W. Styrba, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

Case No.: 25STCV05707

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Recovery of Unpaid Minimum Wages and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or Compensation in Lieu Thereof**
- 5. Failure to Furnish Accurate Itemized Wage Statements**
- 6. Failure to Timely Pay All Wages Due Upon Separation of Employment**
- 7. Failure to Reimburse Business Expenses**
- 8. Unfair Competition and**
- 9. Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, AMAHURI CAZARES (“PLAINTIFF”), as an individual and on behalf of all other
2 similarly situated Class Members (as defined below) and Aggrieved Employees (as defined below),
3 hereby files this First Amended Complaint against Defendants MARVIN ENGINEERING CO.,
4 INC., a California Corporation; MARVIN LAND SYSTEMS, INC., a California Corporation; THE
5 MARVIN GROUP, INC., a California Corporation; and DOES 1-100, inclusive, (collectively
6 referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges
7 as follows:

8 **JURISDICTION AND VENUE**

9 1. This court possesses original subject matter jurisdiction over this matter. Venue is
10 proper in the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5
11 because DEFENDANTS transact business within this judicial district, DEFENDANTS maintain
12 their principal places of business in this judicial district and some of the acts, omissions, and conduct
13 alleged by PLAINTIFF herein occurred in this judicial district. Venue is also proper pursuant to
14 section 393 of the California Code of Civil Procedure because the cause, or some part of the cause,
15 arose in the County of Los Angeles.

16 **THE PARTIES**

17 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
18 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS
19 in the State of California as a non-exempt employee from in or around [insert dates of employment].

20 3. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
21 DEFENDANTS as a non-exempt employee from in or around 2007 through in or around the
22 beginning of January 2025. PLAINTIFF worked for DEFENDANTS as a non-exempt employee
23 with a job title(s) of Coordinator 2 and/or similar title(s) and/or job position(s) during the relevant
24 period.

25 4. Defendant, MARVIN ENGINEERING CO., INC., is a California Corporation that,
26 at all relevant times, was authorized to do business within the State of California and is doing
27 business in the State of California.

28 5. Defendant, MARVIN LAND SYSTEMS, INC., is a California Corporation that at
PLAINTIFF’S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
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1 all relevant times, was authorized to do business within the State of California and is doing business
2 in the State of California.

3 6. Defendant, THE MARVIN GROUP, INC., is a California Corporation, that, at all
4 relevant times, was authorized to do business within the State of California and is doing business in
5 the State of California.

6 7. DEFENDANTS own, operate, manage and/or staff its employees to work at
7 warehouse distribution centers, warehouses, manufacturing centers, facilities and/or other
8 location(s) in California, in including but not limited to, Inglewood, California. DEFENDANTS
9 operate its business under including but not limited to the following name(s): “The Marvin Group,”
10 “Marvin Engineering,” and/or “Marvin Land Systems.” DEFENDANTS, through its various
11 locations, serve including but not limited to, the manufacturing industry. DEFENDANTS design,
12 produce and manufacture products and equipment for the aerospace and aviation industry.¹

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

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

28 ¹ See <https://marvingroup.com/overview/>. Last visited on February 26, 2025.

1 controlled, aided and abetted the conduct of all other Defendants.

2 **JOINT LIABILITY**

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

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

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

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

20 14. For example, DEFENDANTS maintain the same company headquarters, agent for
21 service of process, principal place of business and/or utilize some of the same attorneys and/or
22 human resources personnel to oversee employment-related matters.

23 15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
24 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
25 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
26 working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members
27 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled
28 the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner.

1 DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved
2 Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
3 collectively retained the right to terminate PLAINTIFF's and Class Members and Aggrieved
4 Employees' employment with or without cause. Upon information and belief, DEFENDANTS
5 further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in
6 writing the details of their compensation, and the manner in which they were to take meal and rest
7 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
8 and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which
9 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and
10 Aggrieved Employees.

11 16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
12 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,
13 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
14 the Class Members' and Aggrieved Employees' employment, including the instrumentality that
15 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

16 17. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
17 control over, applied the same policies and practices, and engaged in the same acts and omissions
18 with regard to the other Class Members and Aggrieved Employees.

19 **CLASS ALLEGATIONS**

20 18. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
21 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
22 seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

23 All current and former non-exempt employees that worked either
24 directly or via a staffing agency for any one or more of the
25 DEFENDANTS at any location in California at any time within the
26 four years prior to the filing of the initial Complaint ("Class Period").

27 a. Numerosity. While the exact number of Class Members is unknown to
28 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
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1 all members is impractical under the circumstances of this case. PLAINTIFF is
2 informed and believes the Class consists of at least 100 individuals.

3 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
4 because common questions of law and fact predominate over individual issues.
5 Common questions include, but are not limited to, the following: (1) whether
6 DEFENDANTS understated hours worked and failed to pay all amounts due to
7 PLAINTIFF and the Class Members for wages earned, including minimum and
8 overtime wages, under California law; (2) whether DEFENDANTS provided
9 PLAINTIFF and the Class Members with all meal periods or premium payments
10 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
11 provided PLAINTIFF and the Class Members with all rest periods or premium
12 payments in lieu thereof, in compliance with California law; (4) whether
13 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
14 itemized wage statements in compliance with California law, displaying,
15 including but not limited to, the total hours worked during the pay period; (5)
16 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all
17 wages due upon separation of employment; (6) whether DEFENDANTS failed
18 to reimburse PLAINTIFF and the Class Members for all business expenses; and
19 (7) whether DEFENDANTS violated California Business and Professions Code
20 sections 17200, *et seq.*

21 c. Ascertainable Class. The proposed Class is ascertainable as members can be
22 identified and located using information in DEFENDANTS' business, payroll
23 and personnel records.

24 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
25 PLAINTIFF suffered a similar injury as members of the Class as a result of
26 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
27 and pay all owed minimum and overtime wages, failure to provide proper meal
28 periods and rest periods or premium compensation in lieu thereof, failure to

1 provide accurate wage statements, failure to reimburse business expenses, and
2 failure to timely pay all wages due upon separation of employment.

3 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
4 Class Members. PLAINTIFF has no interests adverse to the interests of the other
5 Class Members. Counsel who represent PLAINTIFF are competent and
6 experienced in litigating similar class action cases and are California lawyers in
7 good standing. Counsel for PLAINTIFF have the experience and resources to
8 vigorously prosecute this case.

9 f. Superiority. A class action is superior to other available means for the fair and
10 efficient adjudication of this controversy since individual joinder of all members
11 of the class is impractical. Class action treatment will permit a large number of
12 similarly situated persons to prosecute their common claims in a single forum
13 simultaneously, efficiently, and without the unnecessary duplication of effort
14 and expense that numerous individual actions would engender. Furthermore, as
15 the damages suffered by each individual member of the Class may be relatively
16 small, the expenses and burden of individual litigation would make it difficult
17 or impossible for individual members of the Class to redress the wrongs done to
18 them, while an important public interest will be served by addressing the matter
19 as a class action. The cost to the court system of adjudication of such
20 individualized litigation would be substantial. Individualized litigation would
21 also present the potential for inconsistent or contradictory judgments. Finally,
22 the alternative of filing a claim with the California Labor Commissioner is not
23 superior, given the lack of discovery in such proceedings, the fact that there are
24 fewer available remedies, and the losing party has the right to a trial de novo in
25 the Superior Court.

26 **FACTUAL AND LEGAL ALLEGATIONS**

27 19. During the relevant period, PLAINTIFF, and each of the Class Members and
28 Aggrieved Employees, worked for DEFENDANTS in the State of California. At all times referenced
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1 herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved
2 Employees and suffered and/or permitted them to work.

3 20. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
4 DEFENDANTS as a non-exempt employee from in or around 2007 through in or around the
5 beginning of January 2025.

6 21. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
7 title(s) of Coordinator 2 and/or similar title(s) and/or job position(s) during the relevant period.

8 22. PLAINTIFF regularly worked at least approximately twelve (12) hours per workday
9 until in or around late 2022 and at least approximately eight (8) to nine (9) hours per workday, from
10 in or around late 2022 through in or around early January 2025.

11 23. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
12 DEFENDANTS as hours worked. Based on information and belief, PLAINTIFF and other Class
13 Members and Aggrieved Employees were also compensated with shift differential pay and/or other
14 non-discretionary compensation.

15 24. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
16 hourly basis for time counted by DEFENDANTS as hours worked.

17 25. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
18 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the
19 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF
20 and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS'
21 automatic deduction and time rounding policies, and failure to relieve employees of all
22 duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or
23 improper meal periods, as explained below.

24 26. Based on information and belief, DEFENDANTS implemented a policy and/or
25 practice of rounding meal period start and end times and/or automatically deducting at least thirty
26 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
27 PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS'
28 control during purported meal periods and/or were otherwise not afforded lawful meal periods,

1 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

2 27. Based on information and belief, Class Members and Aggrieved Employees were
3 not paid for all hours worked due to DEFENDANTS' policy and/or practice of rounding time entries
4 or paying according to scheduled hours worked instead of actual time worked, and/or mandated off-
5 the clock work policies and/or practices.

6 28. For example, as described herein, PLAINTIFF was sometimes interrupted during
7 unpaid meal periods due to the need to complete assigned job duties, resulting in off-the-clock work,
8 DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of
9 wages owed to PLAINTIFF.

10 29. Also, at times, DEFENDANTS required, suffered and/or permitted Class Members
11 and Aggrieved Employees to complete work tasks off-the-clock prior to clocking in for the start of
12 their shifts, after clocking out for the end of their shifts, during unpaid meal periods and/or otherwise
13 outside of scheduled shifts due to lack of relief workers and/or the need to complete assigned job
14 duties.

15 30. For example, at times, PLAINTIFF was required to complete work tasks after
16 PLAINTIFF had clocked out for the end of PLAINTIFF's shift. This work time was unrecorded
17 and uncompensated. For instance, PLAINTIFF was sometimes required to continue working past
18 PLAINTIFF's scheduled shift time due to the need to continue loading trucks and/or completing
19 other assigned work tasks off-the-clock, however, DEFENDANTS failed to compensate
20 PLAINTIFF for this off-the-clock work, resulting in DEFENDANTS' failure to compensate
21 PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

22 31. Based on information and belief, at times, Class Members and Aggrieved Employees
23 were required to stand in line behind other employees to access DEFENDANTS' time-keeping
24 system before they could clock in for the start of their shifts and/or after completing a purported
25 meal period, resulting DEFENDANTS' failure to compensate Class Members and Aggrieved
26 Employees for all hours work and the underpayment of wages owed to Class Members and
27 Aggrieved Employees.

28 32. Based on information and belief, at times, DEFENDANTS required Class Members
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1 and Aggrieved Employees to complete off-the-clock work outside of scheduled shifts due to
2 including but not limited to, work-related phone calls and/or messages they received to their phones
3 and/or mobile devices and were required to respond to, including but not limited to, communications
4 from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of
5 wages owed to Class Members and Aggrieved Employees.

6 33. For example, based on information and belief, DEFENDANTS often contacted
7 PLAINTIFF and other Class Members and Aggrieved Employees on their personal cell
8 phones/mobile devices to discuss work-related matters. Based on information and belief, at times,
9 PLAINTIFF and other Class Members and Aggrieved Employees were required to respond to these
10 work-related calls and/or messages they received to their phones and/or mobile devices, including
11 but not limited to, communications from supervisors regarding scheduling and/or other work tasks,
12 prior to clocking in for the start of their shift, during unpaid meal periods and/or after clocking out
13 for the end of their shift, resulting in off-the-clock work and the underpayment of wages owed to
14 PLAINTIFF and other Class Members and Aggrieved Employees.

15 34. Based on information and belief, at times, DEFENDANTS failed to pay Class
16 Members and Aggrieved Employees for time they were required to spend completing orientation,
17 policy questionnaires, reviewing employment policy documents, and/or time spent completing the
18 onboarding process including but not limited to reviewing various documents and policies provided
19 by DEFEDANTS. Based on information and belief, this work time was completed off-the-clock and
20 was not compensated.

21 35. Based on further information and belief, DEFENDANTS implemented a time-
22 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and
23 Aggrieved Employees of compensable time because the time-rounding system implemented by
24 DEFENDANTS would almost always, if not always, result in understating actual compensable work
25 time.

26 36. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
27 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
28 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of

1 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as
2 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than
3 eight (8) hours in a day and/or more than forty (40) hours in a week.

4 37. Based on information and belief, DEFENDANTS had actual and/or constructive
5 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
6 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
7 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
8 Employees, in violation of California's minimum and overtime wage laws.

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

13 39. Based on information and belief, DEFENDANTS failed to incorporate all non-
14 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
15 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
16 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
17 Class Members and Aggrieved Employees.

18 40. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
19 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
20 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved
21 Employees would not receive legally compliant thirty (30) minute first and second meal periods.
22 Based on information and belief, Class Members and Aggrieved Employees were consistently
23 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
24 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due
25 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors
26 pressuring them to take non-compliant meal periods or skip meal periods completely.

27 41. Based on information and belief, other Class Members and Aggrieved Employees
28 were at times suffered and/or permitted to take meal periods past the fifth hour of work and/or had

1 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
2 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job
3 duties, and/or the need to meet DEFENDANTS' goals and expectations.

4 42. For example, based on information and belief, at times, Class Members and
5 Aggrieved Employees were forced to work during their meal periods, take late, shortened,
6 interrupted meal periods, were restricted to DEFENDANTS' premises/their assigned workstations
7 and/or were otherwise required to remain on duty during unpaid meal periods due to the need to
8 continue assigned job duties.

9 43. For example, at times, PLAINTIFF was interrupted during unpaid meal periods due
10 to the need to complete assigned job duties, resulting in denied meal periods and off-the-clock work.

11 44. Moreover, PLAINTIFF was allowed a maximum of one meal period per shift even
12 when working shifts lasting longer than ten (10) and/or twelve (12) hours, in violation of California
13 meal period law.

14 45. Based on information and belief, DEFENDANTS implemented policies and/or
15 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
16 DEFENDANTS' control during unpaid meal periods.

17 46. Based on information and belief, DEFENDANTS required Class Members and
18 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
19 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
20 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
21 unaccounted pre-shift off-the-clock work.

22 47. Based on information and belief, despite DEFENDANTS' failure to provide lawful
23 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
24 times of PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods and/or
25 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
26 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
27 Members and Aggrieved Employees did not receive lawful meal periods.

28 48. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
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1 Aggrieved Employees who worked shifts of more than ten hours did not receive a timely, off-duty,
2 thirty (30) minute second meal period.

3 49. For example, as described herein, PLAINTIFF was afforded a maximum of a single
4 meal period per shift even when PLAINTIFF worked shifts that were longer than ten (10) and/or
5 twelve (12) hours.

6 50. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
7 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
8 periods. Based on further information and belief, DEFENDANTS did not have a compliant written
9 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

10 51. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
11 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved
12 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,
13 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
14 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
15 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th
16 58.

17 52. Based on information and belief, DEFENDANTS had actual and/or constructive
18 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
19 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved
20 Employees, in violation of California's meal period laws.

21 53. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved
22 Employees, an additional hour of wages at their respective regular rates of compensation for each
23 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
24 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
25 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
26 but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into
27 the regular rate or compensation for purposes of calculating the owed meal period premium.

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

4 55. PLAINTIFF and other Class Members and Aggrieved Employees were not
5 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
6 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
7 nor instruction as to the taking of duty-free rest periods.

8 56. Based on information and belief, DEFENDANTS did not have a have a compliant
9 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
10 practice.

11 57. For example, per DEFENDANTS' unlawful policies and practices, PLAINTIFF was
12 afforded a maximum of two (2) rest periods per shift even when working shifts that were longer
13 than ten (10) hours.

14 58. Based on information and belief, at times, Class Members and Aggrieved
15 Employees' rest periods were interrupted, cut short, on duty, restricted to work premises and/or late
16 due to understaffing, the nature and constraints of their job duties, and/or due to commentary from
17 supervisors/managers pressuring them to skip rest periods completely or otherwise take non-
18 compliant rest periods.

19 59. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
20 lasting longer than ten hours.

21 60. Based on information and belief, DEFENDANTS implemented policies and/or
22 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
23 all duties and DEFENDANTS' control during rest periods.

24 61. Based on information and belief, Class Members and Aggrieved Employees were
25 pressured to complete their work duties according to a designated schedule such that rest periods
26 were only taken once tasks were completed, and/or as time permitted.

27 62. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
28 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful

1 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium
2 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest
3 period premium for failure to incorporate all non-discretionary remuneration, including but not
4 limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
5 regular rate of compensation for purposes of calculating the owed rest period premium.

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

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

23 **65.** As described herein, based on information and belief, DEFENDANTS also failed to
24 incorporate all forms of non-discretionary compensation earned during the pay period into the
25 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
26 of overtime worked by PLAINTIFF and other Class Members and Aggrieved Employees.

27 **66.** Moreover, based on information and belief, DEFENDANTS issued wage statements
28 to PLAINTIFF and Class Members and Aggrieved Employees that further violate Labor Code

1 section 226(a), by among other things, failing to list the correct name and/or address of the legal
2 entity that is the employer.

3 67. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class
4 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily
5 required information. As such, DEFENDANTS violated Labor Code section 226.

6 68. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
7 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
8 Employees all wages that were due and owing upon termination or resignation. Based on
9 information and belief, DEFENDANTS untimely provide final wages to Class Members and
10 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

11 69. Upon separation of employment, Class Members and Aggrieved Employees' final
12 paychecks were not timely provided and/or were not timely provided with all owed vacation pay
13 and/or paid time off. Moreover, PLAINTIFF's and Class Members and Aggrieved Employees' final
14 paychecks, once provided, did not include all wages owed as they were devoid of, including but not
15 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
16 sick leave and/or paid time off wages at the properly accrued rates.

17 70. Based on further information and belief, DEFENDANTS failed to timely provide all
18 owed wages immediately upon discharge of employment. Based on information and belief, at times,
19 Class Members and Aggrieved Employees experienced breaks in employment caused by
20 DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for work
21 for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work
22 or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS
23 failed to timely pay all owed wages at the end of such periods of employment, in violation of
24 including but not limited to Labor Code section 201-202.

25 71. These violations subject DEFENDANTS to civil penalties under Labor Code section
26 203, 210, and/or 256.

27 72. **Unreimbursed Business Expenses.** Based on information and belief,
28 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur

1 business expenses as a direct consequence of the performance of their job duties without providing
2 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
3 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
4 and maintain work tools that are supposed to be the responsibility of the employer.

5 73. Based on information and belief, DEFENDANTS shifted the costs of doing business
6 onto Class Members and Aggrieved Employees by requiring them to pay for business expenses.

7 74. For example, DEFENDANTS required Class Members and Aggrieved Employees
8 to use their personal cell phones/mobile devices to carry out their assigned job duties, including but
9 not limited to, for receiving and responding to work-related calls and/or messages from supervisors
10 and/or other employees regarding scheduling and/or other work tasks but were not reimbursed by
11 DEFENDANTS at all and/or in full for these business expenses.

12 75. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
13 cell phone / mobile device to receive and respond to work-related calls and/or messages from
14 supervisors and/or other employees regarding scheduling and/or other work tasks, however,
15 DEFENDANTS did not reimburse PLAINTIFF for these business expenses as required under
16 California law.

17 76. Based on information and belief, at times, DEFENDANTS required Class Members
18 and Aggrieved Employees to use their personal vehicle(s) for work, however, DEFENDANTS did
19 not provide them with any and/or full reimbursement for the business expenses they incurred in
20 connection with being required to use their personal vehicles for work, including but not limited to,
21 reimbursement for cost of fuel, mileage, and/or vehicle wear and tear.

22 77. Based on information and belief, DEFENDANTS regularly failed to reimburse and
23 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California
24 Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled
25 to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders
26 and/or carrying out the duties assigned by DEFENDANTS.

27 78. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
28 full reimbursement for all reasonable expenses associated with carrying out their duties required

1 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
2 expenses in violation of Labor Code section 2802.

3 79. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
4 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
5 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

6 **FIRST CAUSE OF ACTION**

7 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
8 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

8 80. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 81. It is fundamental that an employer must pay its employees for all time worked.
10 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
11 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
12 permits deductions from wages when the employer is required or empowered to do so by state or
13 federal law or when the deduction is expressly authorized in writing by the employee for specified
14 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
15 prohibits the pay of less than a statutory or contractual wage scale.

16 82. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
17 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
18 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
19 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
20 period is unlawful.

21 83. DEFENDANTS violated California’s minimum wage laws by failing to compensate
22 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
23 DEFENDANTS’ time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
24 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
25 and/or payment according to scheduled hours worked rather than actual hours worked (described
26 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
27 wages.

28 84. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
PLAINTIFF’S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
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1 Class Members for all hours worked.

2 85. Based on information and belief, DEFENDANTS had actual or constructive
3 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
4 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
5 periods, policy and practice of payment according to scheduled work time rather than actual work
6 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
7 owed to PLAINTIFF and other Class Members.

8 86. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
9 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
10 attorney's fees and costs, in an amount to be proved at trial.

11 **SECOND CAUSE OF ACTION**

12 **Recovery of Unpaid Overtime Wages**
13 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

14 87. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

15 88. Employees in California must be paid overtime, equal to one and one-half times the
16 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
17 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
18 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
19 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
20 consecutive day of work in a workweek, unless they are exempt.

21 89. PLAINTIFF and the Class Members worked overtime hours for which they were not
22 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
23 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
24 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to
25 scheduled hours worked rather than actual hours worked (described above), which resulted in the
26 failure to account for all hours worked and thus the denial of all owed overtime wages.

27 90. Based on information and belief, DEFENDANTS failed to pay twice Class
28 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in

1 violation of California's overtime laws.

2 91. Based on information and belief, DEFENDANTS further violated California's
3 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
4 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
5 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
6 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
7 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
8 other Class Members.

9 92. DEFENDANTS' conduct described above is in violation of California Labor Code
10 sections 510 and 1194 and all applicable Wage Orders.

11 93. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
12 wages, plus attorney's fees and costs, in an amount to be proved.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

15 94. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

16 95. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
17 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
18 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
19 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
20 waived, but only under the following circumstances: (1) if an employee's total work period in a day
21 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
22 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
23 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
24 waived by mutual consent of the employer and employee, but only if the first meal period was not
25 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
26 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
27 done so.

28 96. Employers must pay employees an additional hour of wages at the employees'

1 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
2 meal period, first meal period provided after five (5) hours, second meal period provided after 10
3 hours). Lab. Code § 226.7.

4 97. As explained above, PLAINTIFF and other Class Members were consistently unable
5 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
6 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
7 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
8 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
9 completely.

10 98. Based on information and belief, DEFENDANTS had and continue to have a policy
11 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
12 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
13 Members did not receive compliant meal periods.

14 99. Moreover, based on information and belief, Class Members did not receive a timely,
15 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

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

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

25 102. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
26 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
27 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
28 all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

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

104. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period “insofar as practicable.” In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

105. If the employer fails to provide any required rest period, the employer must pay the employee one hour of pay at the employee’s regular rate of compensation for each workday the employer did not provide at least one legally required rest period, pursuant to Labor Code section 226.7.

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

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

108. As a result, PLAINTIFF and Class Members did not receive legally compliant first, second, or third rest periods as required by California law.

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

110. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one hour of additional pay at the regular rate of compensation for each workday that a required rest period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF and the Class Members Against all DEFENDANTS)

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

112. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

19 115. As explained above, wage statements issued by DEFENDANTS failed to list the
20 "total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
21 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
22 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
23 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
24 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
25 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
26 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

27 116. Based on information and belief, wage statements issued by DEFENDANTS failed
28 to list all applicable hourly rates in effect during the pay period and the corresponding number of

1 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).
2 For example, as described herein, based on information and belief, DEFENDANTS failed to
3 incorporate all forms of non-discretionary compensation earned during the pay period into the
4 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
5 of overtime worked by Class Members.

6 117. Separately, and independent from the above allegations, DEFENDANTS issued
7 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
8 failing to list the correct name and/or address of the legal entity that is the employer.

9 118. Based on information and belief, wage statements issued by DEFENDANTS failed
10 to list the inclusive dates of the pay period for which the Class Member is being paid.

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

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

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

20 122. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
21 Class Members with accurate, itemized wage statements.

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

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

3 124. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
4 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
5 violation occurred and one hundred dollars per employee per violation for each subsequent pay
6 period, not to exceed an aggregate penalty of four thousand dollars per employee.

7 125. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
8 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
9 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
10 provide currently employed Class Members with inaccurate wage statements in violation of
11 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
12 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful
13 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
14 with California Labor Code § 226(a).

15 126. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
16 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
17 attorneys' fees, and costs of suit.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Timely Pay All Wages Due Upon Separation of Employment** 20 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

21 127. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

22 128. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
23 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
24 payable immediately."

25 129. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
26 employee not having a written contract for a definite period quits his or her employment, his or her
27 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
28 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting."

1 130. Based in information and belief, DEFENDANTS failed and continue to fail to timely
2 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
3 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
4 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
5 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
6 paid time off wages at the properly accrued rates.

7 131. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
8 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'
9 pay, plus attorney's fees and costs, in an amount to be proved at trial.

10 **SEVENTH CAUSE OF ACTION**
11 **Failure to Reimburse Business Expenses**
12 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

13 132. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

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

20 134. Among other things, under California law, when employees must use their personal
21 cellphones for work-related purposes, the employer must reimburse them for a reasonable
22 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
23 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
24 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
25 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
26 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
27 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

28 135. As described above, PLAINTIFF and the Class Members were improperly required
to pay for business expenses that are legally the responsibility of the employer.

136. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

137. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class Members have suffered injury in that they were not completely reimbursed as mandated by California law.

138. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable attorneys' fees, and costs of suit.

EIGHTH CAUSE OF ACTION

Unfair Competition

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

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

140. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary compensation into the sick pay calculation and failure to base the accrued sick leave on the correct number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and practices, payment according to scheduled hours worked and/or other off-the-clock work policies and practices).

141. Due to DEFENDANTS' unfair and unlawful business practices in violation of the

1 California Labor Code, DEFENDANTS have gained a competitive advantage over other
2 comparable companies doing business in the State of California that comply with their obligations
3 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
4 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
5 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
6 minimum and overtime wages and to pay all wages due upon separation of employment of their
7 employees.

8 142. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
9 and Class Members have suffered injury in fact and lost money or property, as described in more
10 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
11 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
12 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
13 unlawful and unfair business practices.

14 143. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
15 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
16 engaging in each of the unlawful practices and policies set forth herein.

17 144. PLAINTIFF also seeks an award of attorneys' fees pursuant to Code Civ. Proc
18 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
19 by law.

20 **NINTH CAUSE OF ACTION**

21 **Violation of the Private Attorneys General Act of 2004**

22 **(By PLAINTIFF and the Aggrieved Employees Against All DEFENDANTS)**

23 145. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

24 146. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
25 Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of PLAINTIFF,
26 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

27 All current and former non-exempt employees that worked either
28 directly or via a staffing agency for any one or more of the

1 DEFENDANTS at any location in California at any time from one
2 year plus 65 days from the filing of the initial Complaint through the
3 present (“PAGA Period”).

4 147. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code
5 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
6 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
7 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
8 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
9 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
10 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
11 violations.

12 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

13 148. PLAINTIFF, on February 28, 2025, through counsel, gave written notice by online
14 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
15 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
16 in this Complaint (“PAGA Notice”). The PAGA Notice was also mailed to DEFENDANTS via
17 certified mail.

18 149. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
19 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
20 Employees.

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

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

1 152. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
2 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
3 Labor Code sections, 201-203, 226, 226.7, 256, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198,
4 1199, 2100-2112, 2699, 2699.3, 2802, and all applicable Wage Orders.

5 153. As set forth above, DEFENDANTS have committed numerous violations of the
6 California Labor Code due to including but not limited to their failure to pay all owed minimum
7 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
8 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
9 and failure to timely pay all owed wages upon separation of employment, as alleged above. PAGA
10 penalties are in addition to any other relief available under the Labor Code.

11 154. DEFENDANTS have violated the following Labor Code sections and provisions of
12 the applicable Wage Order as to Aggrieved Employees.

13 **Meal Period Violations**

14 155. California law requires employers to provide employees a duty-free, uninterrupted
15 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
16 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
17 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
18 *Court* (2012) 53 Cal.4th 1004.

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

22 157. Employers covered by any and all applicable IWC Wage Orders have an obligation
23 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
24 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
25 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
26 ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
27 section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a
28 rebuttable presumption arises that the employee₃₂ was not relieved of duty and no meal period was

1 provided”).

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

9 159. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
10 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
11 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
12 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
13 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
14 periods completely.

15 160. Based on information and belief, DEFENDANTS had and continue to have a policy
16 of rounding the start and end times of employees’ meal periods and/or automatically deducting thirty
17 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
18 Aggrieved Employees did not receive compliant meal periods.

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

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

25 163. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
26 periods in violation of California law and/or failed to pay the proper meal period premium for failure
27 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
28 differential pay and/or other non-discretionary compensation into the regular rate or compensation

1 for purposes of calculating the owed meal period premium.

2 164. These unlawful meal period policies and practices result in violations of Labor Code
3 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
4 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
5 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
6 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

7 **Rest Period Violations**

8 165. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
9 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
10 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
11 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
12 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
13 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
14 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
15 1029). The rest period requirement obligates employers to permit and authorize employees to take
16 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
17 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
18 257. If the employer fails to provide any required rest period, the employer must pay the employee
19 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
20 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
21 applicable IWC Wage Order, §12(B).

22 166. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
23 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
24 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
25 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
26 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
27 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
28 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in

1 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
2 “onus is on the employer to clearly communicate the authorization and permission [to take rest
3 periods] to its employees.”).

4 167. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
5 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
6 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
7 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
8 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
9 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

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

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

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

23 171. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
24 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
25 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

26 **Minimum and Overtime Wage Violations**

27 172. California law provides that employees in California must be paid for all hours
28 worked, up to forty (40) hour per week or eight³⁵(8) hours per day, at a regular rate that is no less

1 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
2 The minimum wage standard applies to each hour employees worked for which they were not paid.
3 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
4 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
5 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

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

12 174. As explained above, DEFENDANTS violated California's minimum and overtime
13 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
14 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
15 start and end times and meal period start and end times), payment according to scheduled hours
16 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
17 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
18 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

19 175. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
20 Aggrieved Employees for all hours worked.

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

27 177. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
28 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for

1 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
2 violation of California's overtime laws.

3 178. Based on information and belief, DEFENDANTS further violated California's
4 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
5 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
6 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
7 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
8 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
9 other Aggrieved Employees.

10 179. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
11 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
12 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
13 Wage Orders, section 20.

14 **Business Expense Violations**

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

21 181. Among other things, under California law, when employees must use their personal
22 cellphones for work-related purposes, the employer must reimburse them for a reasonable
23 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
24 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
25 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
26 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
27 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
28 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

1 182. Further, “any contract or agreement, express or implied, made by any employee to
2 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
3 any employee or his personal representative of any right or remedy to which he is entitled to under
4 the laws of this State.” *See* Cal. Lab. Code section 2804.

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

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

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

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

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

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

25 **Wage Statement Violations**

26 189. California law requires every employer semi-monthly or at the time of each payment
27 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
28 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of

1 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
2 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
3 is paid; (7) the name of the employee and only the last four digits of his or her social security number
4 or an employee identification number other than a social security number; (8) the name and address
5 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

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

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

25 192. As explained above, wage statements issued by DEFENDANTS failed to list the
26 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
27 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
28 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices

described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

195. Based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

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

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

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

199. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and Aggrieved Employees with accurate, itemized wage statements.

200. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved Employees have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and

1 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
2 submission of inaccurate information about wages and amounts deducted from wages to state and
3 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
4 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
5 and pay records than if DEFENDANT had complied with its legal obligations.

6 201. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
7 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
8 during which the statute provisions were violated. ²

9 **Untimely Payment of Final Wages**

10 202. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
11 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
12 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
13 employee not having a written contract for a definite period quits his or her employment, his or her
14 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
15 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
16 to his or her wages at the time of quitting.”

17 203. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
18 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
19 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
20 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
21 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
22 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

23 204. Based on information and belief, DEFENDANTS failed and continue to fail to timely
24 pay final wages to Aggrieved Employees upon separation of employment in violation of Labor Code
25 section 201-202. Moreover, final paychecks once provided to Aggrieved Employees did not include
26 all wages owed as they are devoid of, including but not limited to, all owed minimum wages,
27 overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~1~~ per employee per violation”).

1 at the properly accrued rates.

2 205. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
3 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
4 256.

5 **Violation of Labor Code Sections 2100-2112**

6 206. Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or
7 more employees at a single warehouse distribution center, or one thousand (1,000) or more
8 employees at one or more warehouse distribution centers in California are required to provide
9 nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g.,
10 quantified number of tasks to be performed or materials to be handled) within a defined period of
11 time and any potential adverse employment action that may result from failure to meet the quota.
12 Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who
13 fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas
14 that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere
15 with compliance with California’s occupational health and safety laws.

16 207. Labor Code Section 2101 provides:

17 208. Each employer shall provide to each employee, upon hire, or within 30 days of the
18 effective date of this part, a written description of each quota to which the employee is subject,
19 including the quantified number of tasks to be performed or materials to be produced or handled,
20 within the defined time period, and any potential adverse employment action that could result from
21 failure to meet the quota.

22 209. Labor Code Section 2102 provides:

23 210. An employee shall not be required to meet a quota that prevents compliance with
24 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from
25 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.
26 An employer shall not take adverse employment action against an employee for failure to meet a
27 quota that does not allow a worker to comply with meal and rest periods, or occupational health and
28 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been

1 disclosed to the employee pursuant to Section 2101.

2 211. Labor Code Section 2104 provides in pertinent part:

3 212. (a)(1) If a current or former employee believes that meeting a quota caused a
4 violation of their right to a meal or rest period or required them to violate any occupational health
5 and safety laws in the Labor Code or division standards, they have the right to request, and the
6 employer shall provide, a written description of each quota to which the employee is subject and a
7 copy of the most recent 90 days of the employee's own personal work speed data.

8 213. (2) If a former employee requests a written description of the quotas to which they
9 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the
10 employer shall provide 90 days of the former employee's quotas and personal work speed data for
11 the 90 days prior to the date of the employee's separation from the employer.

12 214. (b) An employer that receives a written or oral request for information pursuant to
13 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar
14 days from the date of the request.

15 215. Based on information and belief, during the relevant period, DEFENDANTS
16 employed 100 or more Aggrieved Employees at a single warehouse distribution center and/or
17 employed 1,000 or more Aggrieved Employees at one or more distribution centers in California
18 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the
19 relevant period.

20 216. Based on information and belief, DEFENDANTS had/have a policy and practice of
21 failing to provide Aggrieved Employees, upon hire, with a written description of each quota they
22 are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a
23 defined period of time and any potential adverse employment action that may result from failure to
24 meet the quota. Based on further information and belief, DEFENDANTS had/have a policy and
25 practice of subjecting Aggrieved Employees to quotas that prevented those Aggrieved Employees
26 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with
27 compliance of California's occupational health and safety laws.

28 217. Based on further information and belief, DEFENDANTS have/had a policy and
43
PLAINTIFF'S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
FOR JURY TRIAL

1 practice of subjecting Aggrieved Employees to adverse employment actions for failure to meet a
2 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to
3 comply with meal and rest period laws and/or occupational health and safety laws, in violation of
4 Labor Code section 2102.

5 218. Based on information and belief, DEFENDANTS failed and continue to fail to timely
6 produce upon written and/or oral request by current and/or former Aggrieved Employees of the
7 belief that meeting a quota caused a violation of their right to a meal or rest period and/or required
8 them to violate any occupational health and safety laws, a written description of each quota to which
9 the employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employee's own
10 personal work speed data.

11 219. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
12 Code section 2100-2112 as to Aggrieved Employees and are subject to civil penalties.

13 220. Under the provisions of PAGA and the above mentioned Labor Code sections,
14 including but not limited to Labor Code sections 201-203, 226, 226.7, 256, 510, 512, 558, 558.1,
15 1194, 1197, 1197.1, 1198, 1199, 2100-2112, 2699, 2699.3, 2802 and all applicable Wage Orders as
16 well as all interpretations of these laws by California Courts and administrative bodies, as well as
17 any other law that is enforceable through PAGA, DEFENDANTS are liable for the following
18 penalties:

- 19 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
20 relevant California Labor Code provisions listed herein only if permitted by the
21 PAGA statute, pursuant to Labor Code section 2699(a); and
22 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
23 violations without a civil penalty recoverable under the PAGA, all in the default
24 amounts provided by Labor Code section 2699(f).
25 c. The proper measure of penalties under PAGA is the number of violations,
26 whether those violations were committed as against PLAINTIFF or any
27 Aggrieved Employee, whether a party to this action or not.

28 221. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
PLAINTIFF'S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
FOR JURY TRIAL

1 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and
4 Class Members, the State of California, and Aggrieved Employees as follows:

- 5 1. For an order that the action be certified as a class action;
- 6 2. For an order that PLAINTIFF be appointed as class representative;
- 7 3. For an order that counsel for PLAINTIFF be appointed as class counsel;
- 8 4. For compensatory damages according to proof;
- 9 5. For liquidated damages according to proof;
- 10 6. For penalties according to proof;
- 11 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
12 withheld from PLAINTIFF and the Class Members;
- 13 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
14 section 17200, *et seq.*, of the California Business and Professions Code;
- 15 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
- 16 10. For pre-judgment interest as permitted by law;
- 17 11. For civil penalties under Labor Code Section 2699;
- 18 12. For attorney's fees and costs reasonably incurred; and
- 19 13. For such other and further relief that the Court deems just and proper.
- 20

21 Dated: June 20, 2025

CROSNER LEGAL, PC

22 

23 By: _____

24 Zachary M. Crosner, Esq.
25 Jamie Serb, Esq.
26 Brandon Brouillette, Esq.
27 Attorneys for Plaintiff
28 AMAHURI CAZARES

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF demands a trial by jury on all claims so triable.

3
4 Dated: June 20, 2025

CROSNER LEGAL, PC

5
6 By: 

7 Zachary M. Crosner, Esq.
8 Jamie Serb, Esq.
9 Brandon Brouillette, Esq.
Attorneys for Plaintiff
10 AMAHURI CAZARES
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PROOF OF SERVICE
Amahuri Cazares v. Marvin Engineering et al.
Los Angeles Superior Court Case No. 25STCV05707

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210.

On June 20, 2025, I served true copies of the following document(s) described as

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ ONLY BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the addressee(s) listed

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 20, 2025, at Los Angeles, California.



Jessica Ball

SERVICE LIST

Amahuri Cazares v. Marvin Engineering et al.
Los Angeles Superior Court Case No. 25STCV05707

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