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on behalf of himself and all others similarly situated
and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

ROBERTO GONZALEZ, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

SANTA MARIA TOM'S JR., INC., a
California corporation; TOM'S JR.
BURGER INC., a California corporation;
TOM'S JR. LA MIRADA, INC., a
California corporation; SPIROS POLITIS,
an individual; DIMITRIOS
SPATHOPOLOUS, an individual,

Defendants.

CASE NO.: 22STCV25501

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS' GENERAL ACT
OF 2004 FOR VIOLATIONS OF LABOR
CODE SECTIONS AND APPLICABLE
IWC WAGE ORDERS

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff ROBERTO GONZALEZ, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 TOM’S JR. BURGER, INC., a California corporation, and any of its respective subsidiaries or
7 affiliated companies within the State of California (“TOM’S JR.”); SPIROS POLITIS, an individual
8 (“POLITIS”); POLITIS BURGER CORPORATION, a California corporation, and any of its
9 respective subsidiaries or affiliated companies within the State of California (“POLITIS BURGER”);
10 and with DOES 1 through 100, as further detailed below, (“Defendants”) on behalf of Plaintiff and
11 all other current and former non-exempt California employees employed by or formerly employed
12 by Defendants (“Class Members”).

13 2. This is also a representative action, pursuant to the Labor Code Private Attorneys’
14 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, as
15 a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
16 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
17 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for
18 failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure
19 to comply with Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204,
20 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 213, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7,
21 227.3, 231, 232, 232.5, 233, 235, 245, 246, 246.5, 247, 247.5, 248, 248.5, 351, 353, 404, 432, 432.3,
22 432.5, 432.6, 432.7, 432.8, 510, 511, 512, 551, 552, 558, 558.1, 1101, 1102, 1102.5, 1174, 1174.5,
23 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, and 1198.5, 1199, 2802, 2810.3, 2810.5, 6401,
24 6402, 6403, 6409.6, 6432, Plaintiff seeks to represent all employees of Defendants working within
25 one year preceding the date of Plaintiff’s original PAGA Letter, dated July 6, 2022, and continuing
26 past the date of this Letter into perpetuity (“Civil Penalty Period”). Collectively, those employees
27 shall be known as “Aggrieved Employees” herein.

PARTIES

A. Plaintiff

3. Plaintiff ROBERTO GONZALEZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, serving patrons, cooking, cashier, fryer, griller, prep cook, dishwasher, and cleaner. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately September of 2019 through approximately August of 2021.

B. Defendant

1. Plaintiff is informed and believes and based thereon alleges that defendant TOM'S JR. is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, TOM'S JR. employed Plaintiff and similarly situated employees within the State of California.

2. Plaintiff is informed and believes and based thereon alleges that defendant POLITIS is, and at all times relevant hereto was, an individual residing in California, as well as Chief Executive Officer, Chief Financial Officer, and Director for TOM'S JR, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that POLITIS violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

3. Plaintiff is informed and believes and based thereon alleges that Defendant POLITIS BURGER is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, POLITIS BURGER employed Plaintiff and similarly situated employees within the State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who

1 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
2 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
3 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
4 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
5 defendants designated hereinafter as DOES when such identities become known. Plaintiff is
6 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
7 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
8 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
9 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
10 include TOM'S JR., POLITIS, POLITIS BURGER, and any of their parent, subsidiary, or affiliated
11 companies within the State of California, as well as DOES 1 through 100 identified herein.

12 **JOINT LIABILITY ALLEGATIONS**

13 4. Plaintiff is informed and believes and based thereon alleges that all the times
14 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
15 representative, joint venture or co-conspirator of each of the other defendants, either actually or
16 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
17 employment, joint venture, and conspiracy.

18 5. All of the acts and conduct described herein of each and every corporate defendant
19 was duly authorized, ordered, and directed by the respective and collective defendant corporate
20 employers, and the officers and management-level employees of said corporate employers. In
21 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
22 their said employees, agents, and representatives, and each of them; and upon completion of the
23 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
24 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
25 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
26 aforementioned corporate employees, agents and representatives.

27 6. Plaintiff is further informed and believes and based thereon alleges that Individual
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1 POLITIS and DOES 51 through 100 violated, or caused to be violated, the above-referenced and
2 below-referenced Labor Code provisions in violation of Labor Code section 558.1.

3 7. Plaintiff is informed and believes, and based thereon allege, that there exists such a
4 unity of interest and ownership between Defendants, and each of them, that their individuality and
5 separateness have ceased to exist.

6 8. Plaintiff is informed and believes, and based thereon alleges that despite the formation
7 of the purported corporate existence of TOM’S JR., POLITIS BURGER, and DOES 1 through 50,
8 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with POLITIS
9 and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
10 the following reasons:

11 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
12 Defendants who personally committed the wrongful and illegal acts and violated the
13 laws as set forth in this Complaint, and who has hidden and currently hide behind the
14 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
15 other wrongful or inequitable purpose;

16 B. The Individual Defendants derive actual and significant monetary benefits by and
17 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
18 Defendants as the funding source for the Individual Defendants’ own personal
19 expenditures;

20 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
21 and the Alter Ego Defendants, while really one and the same, were segregated to
22 appear as though separate and distinct for purposes of perpetrating a fraud,
23 circumventing a statute, or accomplishing some other wrongful or inequitable
24 purpose;

25 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
26 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
27 mentioned herein were, so mixed and intermingled that the same cannot reasonably
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1 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
2 are, and at all relevant times mentioned herein were, used by the Individual
3 Defendants as mere shells and conduits for the conduct of certain of their, and each of
4 their affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein
5 were, the alter egos of the Individual Defendants;

6 E. The recognition of the separate existence of the Individual Defendants and the Alter
7 Ego Defendants would promote injustice insofar that it would permit defendants to
8 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
9 Code, and other statutory violations. The corporate existence of these defendants
10 should thus be disregarded in equity and for the ends of justice because such disregard
11 is necessary to avoid fraud and injustice to Plaintiff herein;

12 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
13 Defendants (and vice versa), and the fiction of their separate corporate existence must
14 be disregarded;

15 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
16 thereon alleges that Defendants, and each of them, are joint employers.

17 10. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
18 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
19 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
20 violations described herein, or some of them.

21 **JURISDICTION**

22 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
23 Civil Procedure section 410.10.

24 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
25 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes
26 of action complained of herein arose; the county in which the employment relationship began; the
27 county in which performance of the employment contract, or part of it, between Plaintiff and
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1 Defendants was due to be performed; the county in which the employment contract, or part of it,
2 between Plaintiff and Defendants was actually performed; and the county in which Defendants, or
3 some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and
4 Class Members in Los Angeles County, and because Defendants employ numerous Class Members
5 in Los Angeles County.

6 13. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
7 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
8 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
9 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
10 Labor Code section 2698, et seq. (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
11 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
12 Penalty Period.

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

17 15. During the Civil Penalty Period, Defendants violated, inter alia, Labor Code sections
18 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
19 210, 212, 213, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245,
20 246, 246.5, 247, 247.5, 248, 248.5, 351, 353, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 450, 510,
21 511, 512, 551, 552, 558, 558.1, 1101, 1102, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
22 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, 2810.3, 2810.5, 6401, 6402, 6403, 6409.6, and
23 6434, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457,
24 8397.4, 110404(5)(A), Business and Professions Code sections 16600, 16700, 17200, and 17203,
25 Government Code section 12952, as well as applicable Wage Orders.

26 16. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
27 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
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1 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 17. On or around July 6, 2022, Plaintiff provided written notice pursuant to Labor Code
4 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
5 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
6 by certified mail, with return receipt requested to Defendants, and each of them. Plaintiff provided
7 supplemental written notices to the LWDA and to Defendants on October 17, 2023, and on July 15,
8 2025.

9 18. To the extent Defendants, or either of them, previously used the notice and cure
10 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
11 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
12 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
13 conference process pursuant to section 2699.3(f).

14 19. In the event that Defendants, or either of them, is/are determined to have satisfied
15 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
16 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
17 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

18 20. In the event that Defendants, or either of them, is/are determined to have, prior to this
19 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
20 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
21 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
22 2699(g)(1)-(3).

23 21. In the event that Defendants, or either of them is/are deemed to have adequately taken
24 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
25 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
26 Code section 2699(h)(1)-(3).

27 22. Plaintiff is further informed and believes that within five (5) years of any of violations
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1 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
2 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus
3 Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were found to have
5 unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject
6 to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and
7 2699(h)(3), and is/are not eligible for reduced penalties under either Labor Code sections 2699(g) or
8 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the
9 Defendants' conduct giving rise to the violations detailed herein was and is malicious, fraudulent,
10 and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section
11 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are not eligible for
12 reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after
13 the Employer's receipt of this notice.

14 23. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
15 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
16 calendar days of the July 6, 2022, October 17, 2023, or July 15, 2024 postmarked dates of the herein-
17 described notices sent by Plaintiff to the LWDA and Defendants.

18 24. On or around August 8, 2022, Plaintiff filed a class action complaint against
19 Defendant alleging number of putative wage and hour claims including: (1) failure to pay overtime
20 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide
21 rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages;
22 (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition (the
23 "Class Action Complaint").

24 25. The Parties have agreed to stipulate to Plaintiff's filing a First Amended Complaint
25 alleging against Defendants the same causes of action identified above, plus a cause of action for
26 PAGA penalties. Hence, this First Amended Complaint, which will be the operative complaint in the
27 Action (the "Operative Complaint").
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FACTUAL BACKGROUND

26. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

27. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

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

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

30. For at least three (3) years prior to the filing of this action and continuing to the

1 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
2 full amount of their wages owed to them upon termination and/or resignation as required by Labor
3 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
4 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

13 32. For at least one (1) year prior to the filing of this action and continuing to the present,
14 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
15 amount of their wages for labor performed in a timely fashion as required under Labor Code section
16 204.

17 33. For at least three (3) years prior to the filing of this action and continuing to the
18 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs
19 incurred in purchasing tools necessary to perform work duties, purchasing and/or providing
20 unreturned deposits for mandatory work uniforms, laundering mandatory work uniforms, mileage
21 and/or gas costs incurred in driving personal vehicles for work-related purposes; and using cellular
22 phones for work-related purposes.

23 34. For at least four (4) years prior to the filing of this action and continuing to the present,
24 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
25 employees or former employees within the State of California with compensation at their final rate
26 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

27 35. At all relevant times mentioned herein, Defendants had and have a policy or practice
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1 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of California
2 in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and
3 other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or
4 seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result
5 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
6 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
7 requiring employees: to remain on-call, to suffer under Defendants' control to complete pre-shift
8 tasks before clocking in and post-shift tasks after clocking out, to undergo security screenings or
9 temperature checks, waiting in line to clock in, to clock out for meal periods and continue working,
10 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
11 clock, to make phone calls or drive off the clock; failing to include all forms of remuneration,
12 including non-discretionary bonuses, incentive pay, meal allowances, and other forms of
13 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
14 additional compensation was earned for the purpose of calculating the overtime rate of pay;
15 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
16 less hours than actually worked, and for paying straight pay instead of overtime pay, to the detriment
17 of Plaintiff and other Aggrieved Employees.

18 36. At all relevant times mentioned herein, Defendants had and have a practice or policy
19 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
20 worked or otherwise under Defendants' control as a result of, without limitation, failing to accurately
21 track and/or pay for all minutes actually worked; by requiring employees: to remain on-call; to suffer
22 under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after
23 clocking out, to undergo security screenings or temperature checks, waiting in line to clock in, to
24 clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment
25 off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock;
26 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
27 less hours than actually worked; failing to pay reporting time pay; paid time off and vacation time
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1 owed; and failing to pay split shift premiums, to the detriment of Plaintiff and other Aggrieved
2 Employees.

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

13 38. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and
15 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions thereof,
16 or compensation in lieu thereof, including, without limitation, by failing to provide rest periods all
17 together; requiring that they be bundled together and/or with meal periods; interrupting them;
18 requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing
19 them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring
20 on-duty/on-call rest periods. Moreover, at times, Defendants failed to provide one (1) additional hour
21 of pay at the Plaintiff's regular rate of compensation on the occasions that Plaintiff and other
22 Aggrieved Employees were not authorized or permitted to take compliant rest periods, as required
23 by California wage and hour laws. In addition, Defendants had and have a policy or practice of
24 preventing employees from taking cooldown rest periods and failing to pay additional pay in lieu
25 thereof in violation of Labor Code section 226.7 and all applicable IWC Wage Orders..

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

7 40. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
9 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment under
10 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
11 Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to calculate
12 their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other Aggrieved
13 Employees.

14 41. At all relevant times mentioned herein, Defendants had and have a policy or practice
15 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages owed
16 as a result of Defendants' practice or policy of failing to pay, among other wages, overtime wages,
17 minimum wages, premium wages, paid time off and vacation time owed as required by Labor Code
18 sections 201, 202, and 203.

19 42. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to provide all temporary workers with owed wages weekly by not later than the regular
21 payday of the following week in violation of Labor Code section 201.3.

22 43. At all relevant times herein, Defendants had and have a policy or practice of failing to
23 pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon separation
24 of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
25 applicable Wage Orders.

26 44. At all relevant times mentioned herein, Defendants have had a policy or practice of
27 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
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1 limitation, Plaintiff and other Aggrieved Employees, deposits made (including uniform deposits),
2 and reimburse for their costs incurred for laundering mandatory work uniforms; mileage and/or gas
3 costs incurred in driving personal vehicles for work-related purposes; and using cellular phones for
4 work-related purposes], in direct consequence of the discharge of their duties, or of their obedience
5 to the directions of Defendants, as required by Labor Code 2802.

6 45. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing to provide all employees with suitable seats when the nature of the work reasonably permits
8 the use of seats and failing to place an adequate number of seats in reasonable proximity to the work
9 area and/or permitted employees to use such seats when it does not interfere with the performance of
10 their duties when employees are not engaged in the active duties of their employment and the nature
11 of their work requires standing.

12 46. At all relevant times mentioned herein, Defendants had and have a policy or practice
13 of failing to furnish and use safety devices and safeguards; requiring or permitting employees to go
14 or be in a place of employment which is not safe and healthful; failing or neglecting to adopt and use
15 methods reasonably adequate to render the place of employment safe and do every other thing
16 reasonably necessary to protect the life, safety, and health of employees; failing to provide adequate
17 and readily accessible sanitation facilities, cleaning schedules, an adequate number of cleansing
18 agents, and a sufficient number of toilets to be used; and failing to provide adequate distance in
19 working conditions between Plaintiff and other employees, in violation of Labor Code sections
20 6401, 6402, and 6403, and all applicable IWC Wage Orders.

21 47. At all relevant times mentioned herein, Defendants had and have a policy or practice
22 of failing to give sufficient, adequate and proper notice to employees of the COVID-19 exposure
23 within one business day of receiving notice of potential COVID-19 workplace exposure from a
24 qualifying individual as required by Labor Code section 6409.6, and failing to keep adequate records
25 of written notifications as required by Labor Code section 6409.6.

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

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

12 50. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code Section
14 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar
15 month shall be paid for between the 16th and 26th day of the month during which the labor was
16 performed, and labor performed between the 16th and the last day, inclusive of any calendar month,
17 shall be paid for between the 1st and 10th day of the following month."

18 51. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of conducting unlawful background checks on prospective and current employees prior to making a
20 conditional offer; requiring job applicants and employees to disclose their conviction history before
21 a conditional offer of employment; is made; inquiring into or considering the conviction history of
22 applicants before Defendants made any conditional offers of employment; considering, distributing,
23 or disseminating information about arrests not followed by conviction, referrals to or participation in
24 a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or
25 statutorily eradicated pursuant to law, or any conviction for which the convicted person has received
26 a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history
27 background checks in connection with any applications for employment; intending to deny an
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1 applicant a position of employment solely or in part because of the applicant's conviction history;
2 and asking applicants for employment to disclose, through any written form or verbally, information
3 concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court
4 disposition that occurred while the person was subject to the process and jurisdiction of the juvenile
5 court, to the detriment of Plaintiff and Aggrieved Employees. By engaging in such conduct,
6 Defendants violated, without limitation, Labor Code section 432.7 and Government Code section
7 12952.

8 52. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of relying on the salary history information of an applicant for employment as a factor in determining
10 whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor
11 Code section 432.3.

12 53. At all relevant times mentioned herein, Defendants had and have a policy or practice
13 of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an
14 advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other
15 acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without
16 discount, at some established place of business in the state), the name and address of which must but
17 did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter,
18 which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or
19 credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or
20 other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in
21 money. As a result of this conduct, Defendants violated, without limitation, Labor Code sections
22 212, 213, 226.7, and 510.

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

5 55. Defendants had and have a policy or practice of preventing Plaintiff and/or other
6 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
7 to their managers or outside to private attorneys or government officials, among others, in violation
8 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
9 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
10 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
11 about unsafe or discriminatory working conditions, or about wage and hour violations in violation of
12 Labor Code section 232 and 232.5.

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

19 57. Defendants had and have a policy of requiring employees to unlawfully waive
20 protections of the FEHA and/or the Labor Code in violation of Labor Code sections 432.5 and 432.6

21 58. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
22 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
23 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
24 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
25 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
26 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper
27 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

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

CLASS ACTION ALLEGATIONS

61. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

62. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

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

A. Numerosity

64. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

1 65. Accounting for employee turnover during the relevant periods necessarily increases
2 this number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of all Class Members. Joinder of all members of the proposed Class is not
4 practicable.

5 **B. Commonality**

6 66. There are questions of law and fact common to Class Members. These common
7 questions include, but are not limited to:

- 8 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
9 worked at a proper overtime rate of pay?
- 10 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
11 all other time worked at the employee's regular rate of pay and a rate of pay that is
12 greater than the applicable minimum wage?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
14 Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
18 Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
26 Class Members with accurate wage statements?
- 27 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
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Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

O. Are Class Members entitled to costs and attorneys' fees?

P. Are Class Members entitled to interest?

C. Typicality

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

D. Adequacy of Representation

68. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

69. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are

1 entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
2 violation of the Labor Code at times, as set out herein.

3 70. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would preclude
6 its maintenance as a class action.

7 **FIRST CAUSE OF ACTION**

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

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

11 72. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
13 Wage Orders.

14 73. At all times relevant to this Complaint, Labor Code section 510 was in effect and
15 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
16 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
17 at the rate of no less than one and one-half times the regular rate of pay for an employee."

18 74. At all times relevant to this Complaint, Labor Code section 510 further provided that
19 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
20 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
21 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

22 75. Four (4) years prior to the filing of the Complaint in this Action through the present,
23 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
24 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
25 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
26 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
27 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

76. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 551, 552, 1194, and applicable IWC Wage Orders, and California law.

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

81. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

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

83. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to

1 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
2 damages, reasonable attorneys' fees and costs of suit.

3 **THIRD CAUSE OF ACTION**

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

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

7 85. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

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

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

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

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

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

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

9 **FOURTH CAUSE OF ACTION**

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

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

13 93. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by applicable Wage Orders.

15 94. California law and applicable Wage Orders require that employers "authorize and
16 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
17 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
18 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
19 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
20 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
21 minutes of paid rest period.

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

26 96. For four (4) years prior to the filing of the Complaint in this Action through the
27 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
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1 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
2 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
3 Member's regular rate of compensation on the occasions that Class Members were not authorized or
4 permitted to take compliant rest periods.

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

20 101. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
22 Wage Orders.

23 102. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
24 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
25 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
26 discharge immediately upon termination. Class Members who resigned were entitled to payment of
27 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or,
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1 if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid
2 at the time of resignation.

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

7 104. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
8 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
9 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
10 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
11 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
12 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
13 resignation.

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

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

20 107. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
21 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
22 waiting time penalties, interest, and their costs of suit, as well.

23 **SIXTH CAUSE OF ACTION**

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

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

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

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

8 111. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
9 before the filing of the Complaint in this Action through the present, Defendants failed to comply
10 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
11 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
12 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
14 at each hourly rate; the name and address of the legal entity that is the employer; among other things.

15 112. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
16 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
17 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
18 statements that Defendants knew were not accurate.

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

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

3 115. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
4 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover
5 the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys'
6 fees, and costs of suit.

7 **SEVENTH CAUSE OF ACTION**

8 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

9 116. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
10 incorporate each by reference as though fully set forth hereat.

11 117. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

13 118. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
14 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
15 during which the labor was performed, and labor performed between the 16th and the last day,
16 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
17 month.”

18 119. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
19 independent and apart from, any other penalty provided in this article, every person who fails to pay
20 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
21 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
22 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
23 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
24 percent of the amount unlawfully withheld.”

25 120. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
26 before the filing of the Complaint in this Action through the present, Defendants employed policies
27 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
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1 Labor Code section 204.

2 121. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
3 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred
4 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
5 subsequent violation in connection with each payment that was made in violation of Labor Code
6 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

7 122. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
8 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
9 interest, and their costs of suit, as well.

10 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

26 127. During that time period, Plaintiff is informed and believes, and based thereon alleges
27 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and Class
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1 Members for those losses and/or expenditures.

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

5 129. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
6 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
8 costs of suit.

9 **NINTH CAUSE OF ACTION**

10 **(Violation of Labor Code § 227.3 – Against All Defendants)**

11 130. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs of this Complaint as though fully set forth hereon.

13 131. According to Labor Code section 227.3, whenever a contract of employment or
14 employer policy provides for paid vacations, and an employee is terminated without having taken off
15 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
16 accordance with such contract of employment or employer policy respecting eligibility or time
17 served.

18 132. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
19 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
20 that Plaintiff's employment contract with Defendants included paid vacations.

21 133. For at least four (4) years prior to the filing of this action and continuing to the present,
22 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
23 employees or former employees within the State of California with compensation at their final rate
24 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

25 134. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
26 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
27 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
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1 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff
2 and Class Members, on the one hand, and Defendants, on the other hand.

3 135. As a further proximate result of Defendants' above-described acts and/or omissions,
4 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
5 prejudgment interest.

6 **TENTH CAUSE OF ACTION**

7 **(Unfair Competition – Against All Defendants)**

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

10 137. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
11 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
12 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
13 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
14 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
15 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
16 employees within the State of California with the rights provided to them under the Healthy
17 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
18 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
19 advantage over other comparable companies doing business in the State of California that comply
20 with their obligations to compensate employees in accordance with the Labor Code.

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

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

4 140. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
5 section 1032 and interest under Civil Code section 3287.

6 **ELEVENTH CAUSE OF ACTION**

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

8 141. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
9 preceding paragraphs as though fully set forth hereat.

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

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

16 143. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
17 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
18 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
19 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
20 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
21 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
22 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

23 144. At all relevant times herein, Defendants have had a consistent policy or practice of
24 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
25 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
26 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
27 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
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1 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
2 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
3 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
4 connection with each payment that was made in violation of Labor Code section 204.

5 Civil Penalties Under Labor Code § 226.3

6 145. Defendants had and have a policy or practice of failing to comply with Labor Code
7 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
8 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
9 wages earned; the name and address of each employer with whom they have been placed to work; all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
11 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
12 securing the employer's services if the employer is a farm labor contractor; and other such
13 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
14 to the extent it does not include for piece-rate work the information required therein including,
15 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
16 productive time and rest and recovery periods

17 146. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of
18 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
19 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
20 violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

22 147. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
23 this section are in addition to any other penalty provided by law."

24 148. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
25 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements
26 as set forth in the preceding paragraphs.

27 149. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
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1 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
2 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
3 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
4 period for each subsequent violation.

5 Violation of Labor Code § 558

6 150. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
7 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
8 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
9 penalty as follows:

10 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
11 pay period for which the employee was underpaid in addition to an amount sufficient
12 to recover underpaid wages;

13 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an
15 amount sufficient to recover underpaid wages;

16 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

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

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

2 Violation of Labor Code § 1174.5

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

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

13 155. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
14 every person employing labor in California to “[k]eep, at a central location in the state or at the plants
15 or establishments at which employees are employed, payroll records showing the hours worked daily
16 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
17 to, employees employed at the respective plants or establishments. These records shall be kept in
18 accordance with rules established for this purpose by the commission, but in any case, shall be kept
19 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
20 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

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

26 157. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
27 willfully failed to keep adequate or accurate time records including wage statements and similar
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1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174. In addition, Defendants have failed to furnish employment records
4 upon request and provide notice of materials terms of employment to employees.

5 158. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
8 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

9 Violation of Labor Code § 1197.1

10 159. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
11 person acting either individually or as an officer, agent, or employee of another person, who pays or
12 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
13 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
14 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
15 Section 203 as follows:

16 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
17 for each underpaid employee for each pay period for which the employee is underpaid.
18 This amount shall be in addition to an amount sufficient to recover underpaid wages,
19 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
20 pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
22 (\$250) for each underpaid employee for each pay period for which the employee is
23 underpaid regardless of whether the initial violation is intentionally committed. This
24 amount shall be in addition to an amount sufficient to recover underpaid wages,
25 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
26 pursuant to Section 203.

27 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
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203, recovered pursuant to this section shall be paid to the affected employee.”

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

161. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

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

163. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

164. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period

1 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

2 165. Moreover, Plaintiff and other Aggrieved Employees within the State of California
3 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
4 connection with their herein-described claims for civil penalties.

5 **DEMAND FOR JURY TRIAL**

6 166. Plaintiff demands a trial by jury on all causes of action contained herein.

7 **PRAYER**

8 WHEREFORE, on behalf of himself, Class Members and Aggrieved Employees, Plaintiff
9 prays for judgment against Defendants as follows:

- 10 A. An order certifying this case as a Class Action;
- 11 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
12 counsel as class counsel;
- 13 C. Damages for all wages earned and owed, including minimum and overtime wages
14 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
15 1194, 1197 and 1199 and 227.3;
- 16 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 17 E. Damages for unpaid premium wages from missed meal and rest periods under,
18 among other Labor Code sections, 512, 558.1 and 226.7;
- 19 F. Penalties for inaccurate wage statements under Labor Code sections 226,
20 subdivision (e) and 558.1;
- 21 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 22 H. Penalties to timely pay wages under Labor Code section 210;
- 23 I. Damages under Labor Code sections 2802 and 558.1;
- 24 J. Preliminary and permanent injunctions prohibiting Defendants from further
25 violating the California Labor Code and requiring the establishment of appropriate
26 and effective means to prevent future violations;
- 27 K. Restitution of wages and benefits due which were acquired by means of any unfair
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- 1 business practice, according to proof;
- 2 L. For attorneys’ fees in prosecuting this action;
- 3 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
- 4 1197.1, and 2699;
- 5 N. An award of reasonable attorneys’ fees and costs pursuant to Labor Code sections
- 6 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 7 O. For equitable, including, without limitation, injunctive relief;
- 8 P. Pre-judgment and post-judgment interest;
- 9 Q. For costs of suit incurred herein; and
- 10 R. For such other and further relief as the Court deems just and proper.

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12 Dated: October 1, 2025

BIBIYAN LAW GROUP, P.C.

13

14 BY: /s/ Bradford Smith

15 Bradford Smith
16 Attorneys for Plaintiff, ROBERTO GONZALEZ
17 and on behalf of all others similarly situated and
18 aggrieved
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