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9 Attorneys for Plaintiff, ABEL HERNANDEZ and  
10 on behalf of all others similarly situated

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SONOMA**

16 ABEL HERNANDEZ, an individual and on  
17 behalf of all others similarly situated,  
18 Plaintiff,

19 v.

20 NORTH BAY REHABILITATION  
21 SERVICES, INC., a California Nonprofit  
22 Corporation doing business as North Bay  
23 Industries; and DOES 1 through 100, inclusive,

24 Defendants.

**ELECTRONICALLY FILED**  
**Superior Court of California**  
**County of Sonoma**  
**4/14/2026 12:25 PM**

**By: Angelina Burningham, Deputy Clerk**

CASE NO.: 25CV02734

**CLASS & REPRESENTATIVE ACTION**

Assigned for All Purposes to:  
Hon. Dana Beernik Simonds  
Courtroom 18

**FIRST AMENDED 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; and
10. UNFAIR COMPETITION; and,
11. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, *et seq.*

**DEMAND FOR JURY TRIAL**

[Amount in Controversy Exceeds \$35,000.00]

Complaint Filed: April 18, 2025

1 Plaintiff ABEL HERNANDEZ, on behalf of Plaintiff and all others similarly situated, alleges  
2 as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against  
6 NORTH BAY REHABILITATION SERVICES, INC. doing business as North Bay Industries, and  
7 any of its respective subsidiaries or affiliated companies within the State of California (“NORTH  
8 BAY” and collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf  
9 of Plaintiff and all other current and former non-exempt California employees employed by or  
10 formerly employed by Defendants (“Class Members”).

11 1. This is also a representative action, pursuant to the Labor Code Private Attorneys  
12 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and  
13 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of  
14 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of  
15 Plaintiff and all other current and former non-exempt employees of Defendants working within the  
16 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to  
17 comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply  
18 with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233,  
19 234, 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,  
20 1197.1, 1198, 1198.5, 2800, 2802, 2699, among others, Business and Professions Code section 17200,  
21 as well as applicable Wage Orders, Plaintiff seeks to represent all employees of NORTH BAY  
22 REHABILITATION SERVICES, INC, and each of them, DOES 1 through 100, as well as their  
23 parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants”) working within three years  
24 preceding the date of this letter and continuing past the date of this Letter into perpetuity (“Civil  
25 Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt  
26 employees of Defendants working within the Civil Penalty Period. Collectively, those employees  
27 shall be known as “Aggrieved Employees” herein.

1 **PARTIES**

2 **A. Plaintiff**

3 2. Plaintiff ABEL HERNANDEZ is a resident of the State of California. At all relevant  
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed  
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, operating a  
6 sewing machine to sew flags. Plaintiff is informed and believes, and based thereon alleges, that  
7 Plaintiff ABEL HERNANDEZ worked for Defendants from approximately January of 2023 through  
8 approximately January of 2025.

9 **B. Defendants**

10 3. Plaintiff is informed and believes and based thereon alleges that defendant NORTH  
11 BAY is, and at all times relevant hereto was, a Nonprofit Corporation organized and existing under  
12 and by virtue of the laws of the State of California and doing business in the County of Sonoma, State  
13 of California.

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

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**JOINT LIABILITY ALLEGATIONS**

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

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

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

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

9. Plaintiff is informed and believes, and based thereon alleges that despite the formation of the purported corporate existence of NORTH BAY, and DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons:

A. The Alter Ego Defendants are completely dominated and controlled by the Individual Defendants who personally committed the wrongful and illegal acts and violated the laws

1 as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego  
2 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful  
3 or inequitable purpose;

4 B. The Individual Defendants derive actual and significant monetary benefits by and through  
5 the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as the  
6 funding source for the Individual Defendants' own personal expenditures;

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

11 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the  
12 Individual Defendants and the Alter Ego Defendants are, and at all relevant times  
13 mentioned herein were, so mixed and intermingled that the same cannot reasonably be  
14 segregated, and the same are inextricable confusion. The Alter Ego Defendants are, and  
15 at all relevant times mentioned herein were, used by the Individual Defendants as mere  
16 shells and conduits for the conduct of certain of their, and each of their affairs. The Alter  
17 Ego Defendants are, and at all relevant times mentioned herein were, the alter egos of the  
18 Individual Defendants;

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

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

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

## JURISDICTION

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

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

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

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

15. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800,

1 2802, 2699, among others, Business and Professions Code section 17200, as well as applicable Wage  
2 Orders.

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

7 17. On or around April 15, 2025, Plaintiff provided written notice pursuant to Labor Code  
8 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of  
9 various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by  
10 certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

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

17 23. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did  
18 not provide notice of its intention to investigate Defendants' alleged violations within sixty-  
19 five (65) calendar days of the **Error! Reference source not found.** postmarked date of the  
20 herein-described notice sent by Plaintiff to the LWDA and Defendants.

21 **FACTUAL BACKGROUND**

22 24. For at least four (4) years prior to the filing of this action and continuing to the present,  
23 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of  
24 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff  
25 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven  
26 consecutive work days in a work week without being properly compensated for hours worked in  
27 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours  
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1 worked on the seventh consecutive work day in a work week by, among other things, failing to  
2 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;  
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by  
4 requiring Plaintiff and Class Members: to come early to work and leave late for work without being  
5 able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in,  
6 to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for  
7 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or  
8 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the  
9 clock, to drive off the clock, and/or go through security screenings and/or temperature checks off the  
10 clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive  
11 pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular  
12 rate of pay for the pay periods where overtime was worked and the additional compensation was  
13 earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time  
14 entries, editing and/or manipulation of time entries; and by attempting but failing to properly  
15 implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to  
16 implement a written agreement designating the regularly scheduled alternative workweek in which  
17 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS  
18 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the  
19 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any  
20 AWS election; and/or failing to register an AWS election with the State of California, as required by  
21 Labor Code section 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

22 25. For at least four (4) years prior to the filing of this Action and continuing to the present,  
23 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of  
24 them, in violation of California state wage and hour laws as a result of, among other things, at times,  
25 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is  
26 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,  
27 including, without limitation, by requiring Plaintiff and Class Members: to come early to work and  
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1 leave late for work without being able to clock in for all that time, to suffer under Defendants' control  
2 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks  
3 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,  
4 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the  
5 clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time  
6 entries; editing and/or manipulation of time entries to show less hours than actually worked; failing  
7 to pay split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff and  
8 Class Members.

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

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

20 28. For at least three (3) years prior to the filing of this action and continuing to the present,  
21 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount  
22 of their wages owed to them upon termination and/or resignation as required by Labor Code sections  
23 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,  
24 premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

10 31. For at least three (3) years prior to the filing of this action and continuing to the present,  
11 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred  
12 in using cellular phones for work-related purposes.

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

17 33. For at least four (4) years prior to the filing of this action and continuing to the present,  
18 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated  
19 employees or former employees within the State of California with the rights provided to them under  
20 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

21 34. 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, requiring an agreement in writing to terms and/or conditions which Defendants know is  
27 prohibited by law; failure to indemnify work-related expenses, failing to pay vested vacation time at  
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1 the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and  
2 costs.

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

9 **REPRESENTATIVE ACTION ALLEGATIONS**

10 1. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each  
11 of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to  
12 work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays  
13 in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime  
14 wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes  
15 actually worked; engaging, suffering, or permitting employees to work off the clock, including,  
16 without limitation, by requiring employees: to attend company meetings off the clock. In addition,  
17 Defendants failed to pay at the proper overtime include all forms of remuneration into the regular rate  
18 of pay for the pay periods where overtime was worked and the additional compensation was earned  
19 for the purpose of calculating the overtime rate of pay. Also, Defendant failed to pay for all time  
20 clocked in by Plaintiff and Aggrieved Employees because of either the detrimental rounding, editing  
21 and/or manipulation of time entries to show less hours than actually worked, all to the detriment of  
22 Plaintiff and other Aggrieved Employees. Consequently, Plaintiff is informed and believes, and based  
23 thereon alleges, that Defendants violated Labor Code sections 223, 551, 552, 1194, 1198 and  
24 applicable Wage Orders based on its practice of providing total compensation that is less than the  
25 required legal overtime compensation for the overtime worked, entitling Plaintiff and other Aggrieved  
26 Employees to damages, including, without limitation, unpaid overtime wages each day worked by  
27 each Aggrieved Employee during the Civil Penalty Period.

1           2.           Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each  
2 of them, had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved  
3 Employees with minimum wages for all hours worked or otherwise under Defendants' control every  
4 day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually  
5 worked; engaging, suffering, or permitting employees to work off the clock, including, without  
6 limitation, by requiring employees: to suffer under Defendants' control due to, without limitation: to  
7 attend company meetings off the clock. Also, Defendants failed to pay for all time clocked in by  
8 Plaintiff and Aggrieved Employees because of either the detrimental rounding, editing and/or  
9 manipulation of time entries to show less hours than actually worked. As such, Plaintiff is informed  
10 and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code  
11 sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay  
12 minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees personally  
13 suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to actual and  
14 liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to  
15 compensate them for work each day for each Aggrieved Employee in the PAGA Period.

16           3.           Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each  
17 of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved Employees  
18 during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours per day,  
19 without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation  
20 in lieu thereof including, each workday, without limitation: failure to provide a suitable break area;  
21 by interrupting meal periods; not providing timely meal periods; failing to provide first and second  
22 meal periods; providing short meal periods, including without, limitation meal periods that were  
23 recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty  
24 minutes or longer but in practice were shorter than thirty minutes due to, without limitation, due to  
25 walking time; having to retrieve and store personal belongings during the meal period; and  
26 interrupting them; and otherwise requiring on-duty/on-call meal periods. Plaintiff and other  
27 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and  
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1 believes, and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each  
2 day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved  
3 Employee was owed one hour of premium pay at their regular rate of pay for each day worked during  
4 the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes  
5 that those premium payments under Labor Code section 226.7 were not made, either, for these non-  
6 compliant meal periods, either at all or at the proper regular rate of pay.

7 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain  
8 policies or practices of compelling Plaintiff and other Aggrieved Employees every day to, including,  
9 without limitation, work over four-hour periods (or major fractions thereof) without authorizing and  
10 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-  
11 minute rest periods in which the employees are completely relieved of all of their duties, including,  
12 without limitation: by failing to provide rest periods that were at least ten minutes in length, including  
13 rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of  
14 ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to  
15 time spent having to don and doff safety gear including steel toes shoes, vests, and eye guards during  
16 the rest period. Plaintiff did not receive any penalty pay for rest break violations. Plaintiff and other  
17 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and  
18 believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day  
19 for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was  
20 owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA  
21 Period under Labor Code section 226.7. However, Plaintiff is informed and believes that those  
22 premium payments under Labor Code section 226.7 were not made, either, for these non-compliant  
23 rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7  
24 and 1198.

25 5. Plaintiff is informed and believes, and based thereon alleges that Defendants failed and  
26 continue to fail to keep adequate or accurate time records including wage statements and similar  
27 payroll documents under Labor Code section 226, documents signed to obtain or hold employment  
28

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, time records  
2 under Labor Code section 1174, making it difficult for Plaintiff and other aggrieved employees to  
3 calculate their unpaid wages and/or premium payments. Plaintiff and the Aggrieved Employees  
4 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved  
5 Employees to penalties prescribed by Labor Code sections 226 and 1198.5.

6         6.         Plaintiff is informed and believes, and based thereon alleges that Defendants also  
7 intentionally failed and continues to fail to furnish Aggrieved Employees, including, without  
8 limitation, Plaintiff, with itemized wage statements that accurately reflect: gross wages earned; total  
9 hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay  
10 period and the corresponding number of hours worked at each hourly rate by the employee;  
11 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendant violated  
12 Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period,  
13 and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was  
14 owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period.

15         7.         Plaintiff is informed and believes, and based thereon alleges, that Defendants also  
16 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay  
17 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,  
18 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time  
19 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the  
20 proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes, and  
21 based thereon alleges, that Defendants violated Labor Code sections 201, 202, 203, and 1198 each  
22 pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and each  
23 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code  
24 section 203 for each pay period worked during the PAGA Period.

25         8.         Plaintiff is informed and believes, and based thereon alleges that Defendants also failed  
26 and refused, and continue to fail and refuse, to reimburse employees, including, without limitation,  
27 Plaintiff and other Aggrieved Employees, with their costs incurred for the purchase of tools and safety  
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1 equipment, as required by Labor Code sections 2800 and 2802, and other statutory and common law  
2 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these  
3 violations and Defendant are liable to reimburse Plaintiff and other Aggrieved Employees for these  
4 costs incurred in furtherance of work duties.

5 9. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
6 have a policy or practice of failing to provide Plaintiff and other aggrieved employees with all rights  
7 afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code  
8 section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be  
9 provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick  
10 pay was not provided at the proper regular of pay as required under California law due to failure to  
11 properly calculate the regular rate. Plaintiff is further informed and believes that Defendant also did  
12 not permit its use upon request by Plaintiff and other Aggrieved Employees as contemplated under  
13 California and local laws, including, without limitation, under Labor Code section 233, that permits  
14 its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Plaintiff  
15 is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233,  
16 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus  
17 informed and believes that Defendant violated these Labor Code sections, as well as Labor Code  
18 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered violations  
19 under these sections and Defendant would be liable for civil penalties for violation of the paid sick  
20 leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or  
21 restitutionary relief, and reasonable attorneys' fees and costs.

22 10. Plaintiff is informed and believes, and based thereon alleges that Defendant had and  
23 has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor  
24 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,  
25 of any calendar month shall be paid for between the 16th and 26th day of the month during which the  
26 labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar  
27 month, shall be paid for between the 1st and 10th day of the following month." Plaintiff is informed  
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1 and believes and based thereon alleges that Defendant did not and do not pay Plaintiff and other  
2 Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204  
3 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is  
4 an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th  
5 638. As such, Plaintiff is informed and believes, and based thereon alleges that Defendant violated  
6 Labor Code section 204 and that Plaintiff and other Aggrieved Employees have personally suffered  
7 these violations.

8 11. In addition to the above, Plaintiff is informed and believes and based thereon alleges,  
9 that Defendant, including its agents, managers, superintendents, and/or officers, required Plaintiff  
10 and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Defendant (and  
11 its agents, managers, superintendents and/or officers) to be prohibited by law, including, without  
12 limitation, terms known to be illegal in purported arbitration agreements, and other written documents  
13 presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendant.  
14 Defendant also required Plaintiff and Aggrieved Employees to inform prospective employers of  
15 Defendant's restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,  
16 Plaintiff is informed and believes that Defendant violated Labor Code sections 432.5 and 1198. As  
17 such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved  
18 Employees personally suffered these violations, and that Defendant violated, without limitation,  
19 Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and other  
20 Aggrieved Employees to damages.

21 12. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code sections  
22 210,226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California  
23 Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees  
24 pursuant to PAGA.

25 **CLASS ACTION ALLEGATIONS**

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

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

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

10 **A. Numerosity**

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

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

19 **B. Commonality**

20 18. There are questions of law and fact common to Class Members. These common  
21 questions include, but are not limited to:

22 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours  
23 worked at a proper overtime rate of pay?

24 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all  
25 other time worked at the employee's regular rate of pay and a rate of pay that is greater  
26 than the applicable minimum wage?

27 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class  
28

Members to take compliant meal periods?

D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?

E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?

F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?

G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor 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**

19. 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

20. 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

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

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

### FIRST CAUSE OF ACTION

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

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

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

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

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

9       27.       Four (4) years prior to the filing of the Complaint in this Action through the present,  
10 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more  
11 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)  
12 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a  
13 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours  
14 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to  
15 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come  
16 early to work and leave late for work without being able to clock in for all that time, to suffer under  
17 Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before clocking in  
18 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock  
19 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company  
20 meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through  
21 security screenings and/or temperature checks off the clock; failing to include all forms of  
22 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask  
23 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods  
24 where overtime was worked and the additional compensation was earned for the purpose of  
25 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or  
26 manipulation of time entries; and by attempting but failing to properly implement an alternative  
27 workweek schedule (“AWS”) (including, without limitation, by failing to implement a written  
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1 agreement designating the regularly scheduled alternative workweek in which the specified number  
2 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot  
3 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees  
4 in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or  
5 failing to register an AWS election with the State of California, as required by Labor Code section  
6 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

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

12 29. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been  
13 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus  
14 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and  
15 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

## 16 **SECOND CAUSE OF ACTION**

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

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

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

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

25 33. For four (4) years prior to the filing of the Complaint in this Action through the present,  
26 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular  
27 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off  
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1 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to  
2 work and leave late for work without being able to clock in for all that time, to suffer under  
3 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in  
4 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock  
5 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company  
6 meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding  
7 of employee time entries; editing and/or manipulation of time entries to show less hours than actually  
8 worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of  
9 Plaintiff and Class Members.

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

13 35. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections  
14 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover  
15 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,  
16 reasonable attorneys' fees and costs of suit.

### 17 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

#### 23 **FOURTH CAUSE OF ACTION**

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

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

27 45. At all relevant times, Plaintiff and Class Members were employees or former  
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1 employees of Defendants covered by applicable Wage Orders.

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

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

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

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

23 50. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have  
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed  
25 for rest periods that they were not authorized or permitted to take.

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

3 **FIFTH CAUSE OF ACTION**

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

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

7 53. At all relevant times, Plaintiff and Class Members were employees or former  
8 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable  
9 Wage Orders.

10 54. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were  
11 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.  
12 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge  
13 immediately upon termination. Class Members who resigned were entitled to payment of all wages  
14 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they  
15 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the  
16 time of resignation.

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

21 56. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and  
22 Class Members all wages earned prior to termination or resignation in accordance with Labor Code  
23 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and  
24 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but  
25 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections  
26 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or  
27 resignation.

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

58. 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 for all wages earned prior to termination or resignation.

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

## **SIXTH CAUSE OF ACTION**

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

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

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

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

63. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours worked  
2 at each hourly rate; and the name and address of the legal entity that is the employer; and the name  
3 and address of the entity securing the services of the farm labor contractor who employed Plaintiff  
4 and Class Members, among other things.

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

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

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

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

## 24 **SEVENTH CAUSE OF ACTION**

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

26 68. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and  
27 incorporate each by reference as though fully set forth hereat.  
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69. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

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

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

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

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

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

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**EIGHTH CAUSE OF ACTION**

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

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

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

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

78. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: using cellular phones for work-related purposes.

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

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

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

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1 **NINTH CAUSE OF ACTION**

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

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

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

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

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

16 86. As a proximate result of Defendants' failure to pay vested vacation at the final rate of  
17 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code  
18 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their  
19 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and  
20 Class Members, on the one hand, and Defendants, on the other hand.

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

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1 **ELEVENTH CAUSE OF ACTION**

2 93. (Civil Penalties Under the Private Attorneys' General Act (2004) – Against All  
3 Defendants)

4 94. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the  
5 preceding paragraphs as though fully set forth hereat.

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

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

12 96. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated  
13 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
14 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,  
15 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial  
16 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each  
17 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each  
18 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

1 Violation of Labor Code § 558

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

6 104. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each  
7 pay period for which the employee was underpaid in addition to an amount sufficient to recover  
8 underpaid wages;

9 105. For each subsequent violation, one hundred dollars (\$100) for each underpaid  
10 employee for each pay period for which the employee was underpaid in addition to an amount  
11 sufficient to recover underpaid wages;

12 106. Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

25 Violation of Labor Code § 1174.5

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

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

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

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

22 113. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
23 willfully failed to keep adequate or accurate time records including wage statements and similar  
24 payroll documents under Labor Code section 226, documents signed to obtain or hold employment  
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records  
26 under Labor Code section 1174.

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

4 Violation of Labor Code § 1197.1

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

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

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

20 118. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section  
21 203, recovered pursuant to this section shall be paid to the affected employee."

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

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

9 Civil Penalties Under Labor Code § 2699

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

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

18 123. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one  
19 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and  
20 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to  
21 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

25 **DEMAND FOR JURY TRIAL**

26 125. Plaintiff demands a trial by jury on all causes of action contained herein.

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**PRAYER**

WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment against Defendants as follows:

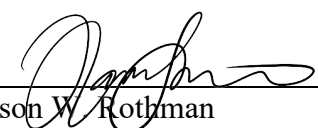
- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699; I. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- J. Preliminary and permanent public injunctions under Labor Code section 17200, *et seq.* imposed for the benefit of the public prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations, thus permitting proper competition by other California employers;
- K. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- M. For attorneys' fees in prosecuting this action;

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- N. For costs of suit incurred herein; and
- O. For such other and further relief as the Court deems just and proper.

Dated: March 18, 2026

BIBIYAN LAW GROUP, P.C.

BY:   
Jason W. Rothman  
Nairi Shirinian  
Attorney for Plaintiff ABEL HERNANDEZ and  
on behalf of all others similarly situated

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF SONOMA**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On April 14, 2026, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **PLAINTIFF'S FIRST AMENDED COMPLAINT** to be served by electronic transmission to the below-referenced electronic e-mail address as follows:

Arthur J. Harris, Esq.  
M. Nicole Engler, Esq.  
Shiva Gaskari, Esq.  
MURPHY PEARSON BRADLEY & FEENEY  
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**Attorneys for Defendant North Bay Rehabilitation Services, Inc.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 14, 2026, at Los Angeles, California.

*Melissa Gonzalez*  
MELISSA GONZALEZ