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JAMES CRAWFORD, JAMES SCHLEIS, NICHOLAS VEAL, AND ALIYAH BARRETT  
on behalf of the State of California and all Aggrieved Employees

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

SANGKEO MANYBANSENG, JAMES  
CRAWFORD, JAMES SCHLEIS,  
NICHOLAS VEAL, AND ALIYAH  
BARRETT, on behalf of the State of  
California and all Aggrieved Employees,

Plaintiffs,

v.

INTER-CON SECURITY SYSTEMS, INC.,  
a California Corporation; and DOES 1-100,  
inclusive,

Defendants.

Case No.: 25STCV10907

**PLAINTIFFS' FIRST AMENDED  
REPRESENTATIVE COMPLAINT FOR  
VIOLATION OF THE PRIVATE  
ATTORNEYS GENERAL ACT, CAL.  
LABOR CODE SECTIONS 2698, *et seq.***

1 Plaintiff, SANGKEO MANYBANSENG, (“PLAINTIFF MANYBANSENG”), Plaintiff,  
2 JAMES CRAWFORD (“PLAINTIFF CRAWFORD”), JAMES SCHLEIS (“PLAINTIFF  
3 SCHLEIS”), Plaintiff, NICHOLAS VEAL (“PLAINTIFF VEAL”), Plaintiff, ALIYAH BARRETT  
4 (“PLAINTIFF BARRETT”) (collectively “PLAINTIFFS”), on behalf of the State of California and  
5 all Aggrieved Employees (as defined below), hereby files this Complaint against Defendants  
6 INTER-CON SECURITY SYSTEMS, INC., a California Corporation; and DOES 1-100, inclusive  
7 PLAINTIFFS are informed and believe and thereon allege as follows:

### 8 **INTRODUCTION**

9 1. This is a representative action filed by PLAINTIFFS on behalf of all Aggrieved  
10 Employees and the State of California against DEFENDANTS, pursuant to California’s Private  
11 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for  
12 DEFENDANTS’ violations of the California Labor Code as alleged below.

### 13 **JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over PLAINTIFFS’ claims for penalties pursuant to  
15 California statutes, including but not limited to the PAGA, and decisional law and regulations.

16 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to  
17 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within  
18 this judicial district, DEFENDANTS maintain its principal place of business in this judicial district,  
19 and conduct alleged by PLAINTIFFS herein occurred in this judicial district. *See also Crestwood*  
20 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is  
21 proper in any county where the defendants committed Labor Code violations against some of its  
22 employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure  
23 because the cause, or some part of the cause, arose in the County of Los Angeles.

### 24 **THE PARTIES**

25 4. PLAINTIFFS are, and at all relevant times, were individuals domiciled in the State  
26 of California and citizens of the State of California.

27 5. PLAINTIFFS are former non-exempt employees of DEFENDANTS.

28 6. PLAINTIFF MANYBANSENG<sub>2</sub> worked for DEFENDANTS as a non-exempt

1 employee with a job title(s) of security guard and/or a similar title(s) and/or job position(s) from in  
2 or around October 2023 through in or around April 2024.

3 7. PLAINTIFF CRAWFORD worked for DEFENDANTS as an unarmed security  
4 guard and/or similar job title and/or job position, from in or around 2021 through in or around  
5 October 2024.

6 8. PLAINTIFF SCHLEIS worked for DEFENDANTS as a guard and/or similar job  
7 title and/or job position from in or around 2021 through in or around November 2024.

8 9. PLAINTIFF VEAL worked for DEFENDANTS as a guard and/or similar job title  
9 and/or job position from in or around August 2024 through in or around October 2024.

10 10. PLAINTIFF BARRETT worked for DEFENDANTS as a security guard (unarmed)  
11 and/or a similar job title and/or job position from in or around July 2024 through in or around  
12 October 2024.

13 11. Defendant, INTER-CON SECURITY SYSTEMS, INC., is a California corporation,  
14 that at all relevant times, was authorized to do business in California and is doing business in  
15 California.

16 12. DEFENDANTS own, operate, manage and/or staff its employees to work at the  
17 posts, commercial buildings, offices, facilities and/or other location(s) in California, including but  
18 not limited to, in West Sacramento, South San Francisco, Lathrop, La Jolla, and other cities  
19 throughout California. DEFENDANTS, through its various locations, serve the security services  
20 industry. DEFENDANTS operate its business under including but not limited to, the following  
21 name(s): "Inter-con Security."<sup>1</sup>

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

28 <sup>1</sup> See <https://www.icsecurity.com/>. Last visited on April 10, 2025.

14. PLAINTIFFS are further informed and believe that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFFS are further informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

## JOINT LIABILITY

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

1           16. During PLAINTIFFS's employment by DEFENDANTS, PLAINTIFFS and the  
2 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of  
3 the Wage Orders, under the alternative definitions of "to employ" adopted by the California  
4 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control  
5 over wages, hours and working conditions of PLAINTIFFS and the Aggrieved Employees; (2)  
6 suffered or permitted PLAINTIFFS and Aggrieved Employees to work for them; and (3) engaged  
7 PLAINTIFFS and Aggrieved Employees to work for them.

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

21           18. PLAINTIFFS are informed and believe, and thereon allege that at all times relevant  
22 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFFS and the Aggrieved  
23 Employees upon whose behalf PLAINTIFFS brings these allegations and causes of action, in that  
24 DEFENDANTS, exercised sufficient control over PLAINTIFFS and the Aggrieved Employees'  
25 wages, hours and working conditions, and/or suffered or permitted PLAINTIFFS and the Aggrieved  
26 Employees to work so as to be considered the joint employers of PLAINTIFFS and the Aggrieved  
27 Employees.

28           19. Upon information and belief, PLAINTIFFS alleges that DEFENDANTS created a

1 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,  
2 time-keeping practices, meal and rest periods, reimbursement of business expenses and other  
3 working conditions that were distributed to, and/or applied to PLAINTIFFS and the Aggrieved  
4 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of  
5 PLAINTIFFS and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively  
6 represented to PLAINTIFFS and the Aggrieved Employees that each was an "at-will" employee of  
7 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate  
8 PLAINTIFFS's and Aggrieved Employees' employment with or without cause. Upon information  
9 and belief, DEFENDANTS further collectively represented to PLAINTIFFS and Aggrieved  
10 Employees in writing the details of their compensation, and the manner in which they were to take  
11 meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of  
12 hours worked and the policies applicable to PLAINTIFFS and Aggrieved Employees by which  
13 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFFS and Aggrieved  
14 Employees.

15         20. Thus, DEFENDANTS collectively exercised the right to control the wages, hours  
16 and working conditions of PLAINTIFFS and Aggrieved Employees. As such, DEFENDANTS  
17 collectively held the right to control virtually every aspect of PLAINTIFFS's and the Aggrieved  
18 Employees' employment, including the instrumentality that resulted in the illegal conduct for which  
19 PLAINTIFFS seeks relief in this Complaint.

20         21. By reason of their status as joint employers of PLAINTIFFS and Aggrieved  
21 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor  
22 Code and applicable Wage Orders as to all Aggrieved Employees.

### 23                                   **PAGA ALLEGATIONS**

24         22. PLAINTIFFS brings this action under the PAGA, as a representative action on behalf  
25 of the State of California and all Aggrieved Employees, regarding violations of the California Labor  
26 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the  
27 following:

28                   All current and former non-exempt employees that worked either directly or via a

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

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

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

13 24. PLAINTIFF MANYBANSENG, on February 6, 2025, through counsel, gave written  
14 notice by online filing with the California Labor and Workforce Development Agency (“LWDA”)  
15 informing it that DEFENDANTS failed to comply with California’s labor laws with regard to the  
16 allegations alleged in this Complaint (“MANYBANSENG PAGA Notice”). The  
17 MANYBANSENG PAGA Notice was also sent to DEFENDANTS via certified mail.

18 25. On April 8, 2025, PLAINTIFF CRAWFORD, PLAINTIFF SCHLEIS, PLAINTIFF  
19 VEAL, and PLAINTIFF BARRETT, through counsel, gave written notice by online filing with the  
20 LWDA informing it that DEFENDANTS failed to comply with California’s labor laws with regard  
21 to the allegations alleged in this Complaint (“CRAWFORD, et al. PAGA Notice”).

22 26. The MANYBANSENG PAGA Notice and the CRAWFORD, et al. PAGA Notice  
23 outlined PLAINTIFFS’ claims for violations of the California Labor Code and the applicable wage  
24 orders on behalf of the State of California and all Aggrieved Employees.

25 27. The LWDA did not provide notice of its intention to investigate DEFENDANTS’  
26 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the  
27 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.  
28 PLAINTIFFS have exhausted the administrative remedies as required by Labor Code section

1 2699.3. Consequently, PLAINTIFFS' right to file the instant lawsuit has duly accrued.

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

5 **FACTUAL ALLEGATIONS**

6 29. During the relevant period, PLAINTIFFS, and each of the Aggrieved Employees  
7 worked for DEFENDANTS in the State of California. At all times referenced herein,  
8 DEFENDANTS exercised control over PLAINTIFFS and Aggrieved Employees and suffered  
9 and/or permitted them to work.

10 30. PLAINTIFF MANYBANSENG worked for DEFENDANTS as a non-exempt  
11 employee with a job title(s) of security guard and/or a similar title(s) and/or job position(s) from in  
12 or around October 2023 through in or around April 2024. DEFENDANTS assigned PLAINTIFF  
13 MANYBANSENG to work in West Sacramento, California. PLAINTIFF MANYBANSENG  
14 regularly worked at least approximately eight (8) hours per workday, at least five (5) hours per week,  
15 at times working more than eight (8) hours in a workday and/or more than forty (40) hours in a  
16 workweek.

17 31. PLAINTIFF CRAWFORD worked for DEFENDANTS as an unarmed security  
18 guard and/or similar job title and/or job position, from in or around 2021 through in or around  
19 October 2024. DEFENDANTS assigned PLAINTIFF CRAWFORD to work at its post(s) in La  
20 Jolla, California. PLAINTIFF CRAWFORD regularly worked at least ten (10) hours per day.  
21 DEFENDANTS required PLAINTIFF CRAWFORD to complete post-shift off-the-clock work.  
22 PLAINTIFF CRAWFORD was not relieved of all duties and DEFENDANTS' control during  
23 unpaid meal periods, resulting in denied meal periods as well as DEFENDANTS failure to  
24 compensate PLAINTIFF CRAWFORD for all hours worked and the underpayment of wages owed.  
25 PLAINTIFF CRAWFORD was not relieved of all duties and DEFENDANTS' control during  
26 purportedly off-duty rest periods, in violation of California rest period law. DEFENDANTS failed  
27 to provide PLAINTIFF CRAWFORD with suitable seating. DEFENDANTS required PLAINTIFF  
28 CRAWFORD to use PLAINTIFF CRAWFORD's personal cell phone/mobile device to carry out

1 PLAINTIFF CRAWFORD's assigned job duties, including without limitation, for downloading and  
2 regularly using a work-related application (e.g., employee timekeeping applications) for clocking in  
3 and out for PLAINTIFF CRAWFORD's shifts, however, DEFENDANTS failed to reimburse  
4 PLAINTIFF CRAWFORD at all and/or in full for the business expenses PLAINTIFF CRAWFORD  
5 incurred in connection therewith, including without limitation, increased data plan charges.

6 32. PLAINTIFF SCHLEIS worked for DEFENDANTS as a guard and/or similar job  
7 title and/or job position from in or around 2021 through in or around November 2024.  
8 DEFENDANTS required, suffered and/or permitted PLAINTIFF SCHLEIS to complete pre-shift  
9 off-the-clock work including without limitation traveling between DEFENDANTS' posts, facilities  
10 and/or other locations and/or between job sites without compensating PLAINTIFF SCHLEIS for all  
11 time during which PLAINTIFF SCHLEIS was not relieved of all duties and DEFENDANTS'  
12 control. Also, PLAINTIFF SCHLEIS was not relieved of all duties and DEFENDANTS' control  
13 during unpaid meal periods because PLAINTIFF SCHLEIS was restricted to the worksite premises  
14 and required to monitor a walkie-talkie and respond to incidents as needed during any unpaid meal  
15 periods. Similarly, PLAINTIFF SCHLEIS was not relieved of all duties and DEFENDANTS'  
16 control during any rest periods because PLAINTIFF SCHLEIS was restricted to the worksite  
17 premises and was required to monitor a walkie-talkie and respond to incidents as needed during any  
18 rest periods, in violation of California rest period law. DEFENDANTS failed to provide  
19 PLAINTIFF SCHLEIS with suitable seating. DEFENDANTS required PLAINTIFF SCHLEIS to  
20 use PLAINTIFF SCHLEIS' personal cell phone/mobile device to carry out PLAINTIFF SCHLEIS'  
21 assigned job duties, including without limitation, for downloading and regularly using a work-  
22 related application (e.g., employee timekeeping applications) for clocking in and out for  
23 PLAINTIFF SCHLEIS' shifts, however, DEFENDANTS failed to reimburse PLAINTIFF  
24 SCHLEIS at all and/or in full for the business expenses PLAINTIFF SCHLEIS incurred in  
25 connection therewith, including without limitation, increased data plan charges.

26 33. PLAINTIFF VEAL worked for DEFENDANTS as a guard and/or similar job title  
27 and/or job position from in or around August 2024 through in or around October 2024.  
28 DEFENDANTS assigned PLAINTIFF VEAL to work at its facilities, locations and/or posts located

1 in Lathrop, California. PLAINTIFF VEAL typically worked at least eight (8) hours per day, at least  
2 five (5) days per week. At times, PLAINTIFF VEAL was required to complete work tasks during  
3 meal periods due to the need to complete assigned job duties and/or lack of a relief worker. At  
4 times, PLAINTIFF VEAL was required to complete work tasks during owed rest periods due to the  
5 need to complete assigned job duties and/or lack of a relief worker. DEFENDANTS failed to  
6 provide PLAINTIFF VEAL with suitable seating. DEFENDANTS required PLAINTIFF VEAL to  
7 use PLAINTIFF VEAL's personal cell phone/mobile device to carry out PLAINTIFF VEAL's  
8 assigned job duties, including without limitation, for downloading and regularly using a work-  
9 related application (e.g., employee timekeeping applications) for clocking out for PLAINTIFF  
10 VEAL's shifts, however, DEFENDANTS failed to reimburse PLAINTIFF VEAL at all and/or in  
11 full for the business expenses PLAINTIFF VEAL incurred in connection therewith, including  
12 without limitation, increased data plan charges.

13 34. PLAINTIFF BARRETT worked for DEFENDANTS as a security guard (unarmed)  
14 and/or a similar job title and/or job position from in or around July 2024 through in or around  
15 October 2024. DEFENDANTS assigned PLAINTIFF to work primarily in South San Francisco  
16 and/or the surrounding areas. At times, PLAINTIFF BARRETT was required to remain onsite  
17 during purportedly off-duty, unpaid meal periods, resulting in DEFENDANTS' failure to relieve  
18 PLAINTIFF BARRETT of all duties and DEFENDANTS' control during unpaid meal periods, and  
19 further resulting in denied meal periods, off-the-clock work and the underpayment of wages owed.  
20 PLAINTIFF BARRETT was also forced to take late meal periods due to the need to continue  
21 completing assigned job duties and/or lack of a relief worker. DEFENDANTS required PLAINTIFF  
22 BARRETT to use a personal cell phone/mobile device to carry out assigned job duties, including  
23 without limitation for downloading and regularly using a work-related application/employee-time  
24 keeping application to clock in and out for shifts. DEFENDANTS did not reimburse PLAINTIFF  
25 BARRETT for these cell-phone-related business expenses as required under California law.

26 35. DEFENDANTS paid PLAINTIFFS an hourly rate for time counted by  
27 DEFENDANTS as hours worked.

28 36. Based on information and belief, Aggrieved Employees were at times also

1 compensated with non-discretionary compensation, including but not limited to, shift differential  
2 pay, bonus/incentive pay and/or other non-discretionary compensation.

3       **37. Unpaid Minimum and Overtime Wages.** Based on information and belief,  
4 DEFENDANTS failed to compensate PLAINTIFFS and Aggrieved Employees for all hours  
5 worked, resulting in the underpayment of minimum and overtime wages. DEFENDANTS failed to  
6 compensate PLAINTIFFS and Aggrieved Employees for all hours worked by virtue of,  
7 DEFENDANTS' failure to relieve employees of all duties/employer control during unpaid meal  
8 periods or otherwise unlawful practices for missed or improper meal periods, as explained below.

9       **38.** Based on information and belief, DEFENDANTS implemented a policy and/or  
10 practice of rounding meal period start and end times and/or automatically deducting at least thirty  
11 minutes per shift for meal periods, despite having actual and/or constructive knowledge that  
12 PLAINTIFFS and other Aggrieved Employees were subject to DEFENDANTS' control during  
13 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving  
14 PLAINTIFFS and Aggrieved Employees of all wages owed.

15       **39.** Based on information and belief, Aggrieved Employees were not paid for all hours  
16 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours  
17 worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

18       **40.** For example, as explained herein, DEFENDANTS required PLAINTIFF  
19 MANYBANSENG to monitor a work communication device/the phone at PLAINTIFF's assigned  
20 site during unpaid meal periods, and at times, PLAINTIFF MANYBANSENG was required to  
21 respond to work-related communications and/or otherwise return to work during unpaid meal  
22 periods, resulting in off-the-clock work and the underpayment of wages owed to PLAINTIFF  
23 MANYBANSENG.

24       **41.** Based on information and belief, at times, Aggrieved Employees were suffered,  
25 permitted, and/or required to complete pre-shift off-the-clock work and/or complete off-the-clock  
26 work tasks during unpaid meal periods due to including but not limited to, lack of relief workers  
27 and/or the need to complete assigned job duties.

28       **42.** For example, at times, PLAINTIFF MANYBANSENG was required to work off the

1 clock while waiting for PLAINTIFF MANYBANSENG's relief worker to arrive, resulting in  
2 DEFENDANTS' failure to compensate PLAINTIFF MANYBANSENG for all hours worked and  
3 the underpayment of wages owed to PLAINTIFF MANYBANSENG.

4 43. For instance, on at least one or more occasions, PLAINTIFF MANYBANSENG was  
5 required to clock out but continue working for at least approximately forty (40) minutes until  
6 PLAINTIFF MANYBANSENG's relief worker arrived, resulting in DEFENDANTS' failure to  
7 compensate PLAINTIFF MANYBANSENG for all hours worked and the underpayment of wages  
8 owed.

9 44. Based on information and belief, at times, Aggrieved Employees were also required  
10 to complete off-the-clock work outside of scheduled shifts due to, including but not limited to, the  
11 need to respond to work-related phone calls and/or messages they received to their phones and were  
12 required to respond to outside of their scheduled shift times, including but not limited to,  
13 communications from supervisors and/or other Aggrieved Employees regarding scheduling and/or  
14 other work tasks, resulting in the underpayment of wages owed to Aggrieved Employees.

15 45. Based on information and belief, DEFENDANTS failed to pay Aggrieved  
16 Employees for all time they were required to spend completing orientation, policy questionnaires,  
17 and/or time spent completing the onboarding process including but not limited to reviewing various  
18 documents and policies provided by DEFENDANTS. Based on information and belief, at least some  
19 of this work time was completed off-the-clock and was not compensated. For example, based on  
20 information and belief, DEFENDANTS required Aggrieved Employees to review and sign various  
21 types of policies and documents, including but not limited to, safety guidelines/safety awareness  
22 certifications, among other documents, but they were not paid for all time spent reviewing and/or  
23 completing certification as directed by DEFENDANTS.

24 46. As explained herein, Aggrieved Employees were not paid for all hours worked due  
25 to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead  
26 of actual time worked, and/or mandated off-the clock work policies and/or practices.

27 47. For example, as explained herein, DEFENDANTS have a policy and practice of  
28 requiring Aggrieved Employees to complete work tasks prior to clocking in for the start of their

1 shifts, after clocking out for the end of their shifts and/or during unpaid meal periods, resulting in  
2 DEFENDANTS' failure to compensate Aggrieved Employees for all hours worked and the  
3 underpayment of wages owed.

4 48. For example, DEFENDANTS required PLAINTIFF CRAWFORD to complete post-  
5 shift off-the-clock work. Moreover, PLAINTIFF CRAWFORD was not relieved of all duties and  
6 DEFENDANTS' control during unpaid meal periods, resulting in DEFENDANTS failure to  
7 compensate PLAINTIFF CRAWFORD for all hours worked and the underpayment of wages owed.

8 49. PLAINTIFF SCHLEIS was also required to complete work tasks prior to clocking  
9 in for the start of shifts, after clocking out for the end of shifts and/or during unpaid meal periods,  
10 resulting in DEFENDANTS' failure to compensate PLAINTIFF SCHLEIS for all hours worked and  
11 the underpayment of wages owed.

12 50. For example, PLAINTIFF SCHLEIS was not relieved of all duties and  
13 DEFENDANTS' control during unpaid meal periods because PLAINTIFF SCHLEIS was restricted  
14 to the worksite premises and required to monitor a walkie-talkie and respond to incidents as needed  
15 during any unpaid meal periods, resulting in DEFENDANTS' failure to compensate PLAINTIFF  
16 SCHLEIS for all hours worked and the underpayment of wages owed.

17 51. Moreover, DEFENDANTS required, suffered and/or permitted PLAINTIFF  
18 SCHLEIS to complete off-the-clock work including without limitation pre-shift time spent under  
19 DEFENDANTS' control traveling between DEFENDANTS' posts, facilities and/or other locations  
20 and/or between job sites and/or completing other work tasks without compensating PLAINTIFF  
21 SCHLEIS for this work time, at times resulting in at least approximately forty-five (45) minutes of  
22 pre-shift off-the-clock work and the underpayment of wages owed.

23 52. PLAINTIFF VEAL was also required to complete work tasks prior to clocking in for  
24 the start of shifts, after clocking out for the end of shifts and/or during unpaid meal periods, resulting  
25 in DEFENDANTS' failure to compensate PLAINTIFF VEAL for all hours worked and the  
26 underpayment of wages owed.

27 53. Likewise, PLAINTIFF BARRETT was required to complete work tasks prior to  
28 clocking in for the start of shifts, after clocking out for the end of shifts and/or during unpaid meal

1 periods, resulting in DEFENDANTS' failure to compensate PLAINTIFF BARRETT for all hours  
2 worked and the underpayment of wages owed.

3 54. For example, as explained herein, PLAINTIFF BARRETT was restricted to the  
4 worksite during purportedly off-duty, unpaid meal periods, resulting in DEFENDANTS' failure to  
5 relieve PLAINTIFF BARRETT of all duties and DEFENDANTS' control during unpaid meal  
6 periods, which resulted in off-the-clock work and the underpayment of wages owed.

7 55. Based on information and belief, DEFENDANTS would unlawfully edit the clock in  
8 and out times for Aggrieved Employees' meal periods in order to display at least a thirty minute off-  
9 duty meal period during many if not all shifts worked, notwithstanding the fact that DEFENDANTS  
10 had actual and/or constructive knowledge that DEFENDANTS had required Aggrieved Employees'  
11 to complete work-related tasks during unpaid meal periods, thereby failing to compensate Aggrieved  
12 Employees for all hours worked and the underpayment of owed wages.

13 56. Based on information and belief, at times, Aggrieved Employees were required to  
14 complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or  
15 messages they received to their phones/mobile devices and were required to respond to, including  
16 but not limited to, communications from supervisors regarding scheduling and/or other work tasks,  
17 resulting in the underpayment of wages owed to Aggrieved Employees.

18 57. Based on information and belief, at times, DEFENDANTS failed to pay Aggrieved  
19 Employees all owed reporting time pay wages and/or failed to pay split shift compensation  
20 whenever their work schedules were interrupted by non-paid non-working periods established by  
21 DEFENDANTS, which resulted in a violation of the applicable Wage Order (See section 4 of all  
22 applicable Wage orders, "When an employee works a split shift, one (1) hour's pay at the minimum  
23 wage shall be paid in addition to the minimum wage for that workday...).

24 58. Based on information and belief, at times, DEFENDANTS implemented a time-  
25 rounding system that as applied systematically deprived Aggrieved Employees of compensable time  
26 because the time-rounding system implemented by DEFENDANTS would almost always, if not  
27 always, result in understating actual compensable work time.

28 59. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,

1 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal  
2 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of  
3 minimum wages owed to PLAINTIFFS and Aggrieved Employees as well as unpaid overtime wages  
4 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than  
5 forty (40) hours in a week.

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

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

15 62. Based on information and belief, DEFENDANTS failed to incorporate all non-  
16 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive  
17 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used  
18 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime  
19 wages owed to PLAINTIFFS and other Aggrieved Employees.

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

1           64.     For example, based on information and belief, at times, Aggrieved Employees were  
2 forced to skip their owed meal periods completely, take late meal periods, were interrupted during  
3 purported meal periods, had meal periods cut short, were restricted to DEFENDANTS' premises  
4 and/or were otherwise required to remain on-duty during unpaid meal periods due to the need to  
5 continue assigned job duties.

6           65.     For example, PLAINTIFF MANYBANSENG was sometimes required to cut meal  
7 periods short, take interrupted meal periods and/or work through meal periods completely due to  
8 lack of coverage and/or the need to complete assigned job duties, resulting in denied meal periods  
9 and off-the-clock work.

10          66.     For example, PLAINTIFF CRAWFORD was not relieved of all duties and  
11 DEFENDANTS' control during unpaid meal periods, resulting in denied meal periods as well as  
12 DEFENDANTS failure to compensate PLAINTIFF CRAWFORD for all hours worked and the  
13 underpayment of wages owed.

14          67.     For example, DEFENDANTS required PLAINTIFF CRAWFORD to remain within  
15 a certain radius or "sector" of PLAINTIFF CRAWFORD's assigned post during purportedly off-  
16 duty meal periods so that PLAINTIFF CRAWFORD could attend to security incidents as needed.

17          68.     At times, PLAINTIFF CRAWFORD was required to attend to security incidents  
18 and/or complete other work tasks while clocked out for meal periods. DEFENDANTS required  
19 PLAINTIFF CRAWFORD to monitor a walkie-talkie and/or other work communication device  
20 during unpaid meal periods.

21          69.     As such, PLAINTIFF CRAWFORD was not relieved of all duties and  
22 DEFENDANTS control during unpaid meal periods, resulting in denied meal periods and off-the-  
23 clock work. DEFENDANTS did not compensate PLAINTIFF CRAWFORD with a meal period  
24 premium for each missed and/or otherwise legally noncompliant meal period, in violation of  
25 California meal period law.

26          70.     Similarly, PLAINTIFF SCHLEIS was not relieved of all duties and DEFENDANTS'  
27 control during unpaid meal periods because PLAINTIFF SCHLEIS was restricted to the worksite  
28 premises and required to monitor a walkie-talkie and respond to incidents as needed during any

1 unpaid meal periods.

2 71. At times, PLAINTIFF VEAL was required to complete work tasks during meal  
3 periods due to the need to complete assigned job duties and/or lack of a relief worker.

4 72. PLAINTIFF BARRETT was also consistently denied meal periods during the  
5 liability period.

6 73. For example, at PLAINTIFF BARRETT was required to remain onsite during  
7 purportedly off-duty, unpaid meal periods, resulting in DEFENDANTS' failure to relieve  
8 PLAINTIFF BARRETT of all duties and DEFENDANTS' control during unpaid meal periods, and  
9 further resulting in denied meal periods, off-the-clock work and the underpayment of wages owed.  
10 PLAINTIFF BARRETT was also forced to take late meal periods due to the need to continue  
11 completing assigned job duties and/or lack of a relief worker.

12 74. Also, DEFENDANTS required Aggrieved Employees to monitor work  
13 communication device(s)/work phone(s) and/or remain at their assigned post(s)/tethered to their  
14 workstations during unpaid purportedly off-duty meal periods, resulting in DEFENDANTS' failure  
15 to relieve Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal  
16 periods and therefore consistently denied meal periods and the underpayment of wages owed to  
17 Aggrieved Employees.

18 75. For example, PLAINTIFF MANYBASENG was not relieved of all duties and  
19 DEFENDANTS' control during unpaid meal periods, resulting in denied meal periods as well as  
20 DEFENDANTS' failure to compensate PLAINTIFF MANYBANSENG for all hours worked and  
21 the underpayment of wages owed to PLAINTIFF MANYBANSENG.

22 76. For instance, DEFENDANTS required PLAINTIFF MANYBANSENG to monitor  
23 a work communication device/the site phone during unpaid meal periods, and at times, PLAINTIFF  
24 MANYBANSENG was required to respond to work-related communications during unpaid meal  
25 periods, resulting in denied meal periods as well as DEFENDANTS' failure to compensate  
26 PLAINTIFF MANYBANSENG for all hours worked and the underpayment of wages owed to  
27 PLAINTIFF MANYBANSENG.

28 77. PLAINTIFF MANYBANSENG was also regularly required to take meal periods late

1 due to the need to continue completing assigned job duties.

2 78. Based on information and belief, other Aggrieved Employees were consistently  
3 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods  
4 interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to  
5 commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or  
6 the need to meet DEFENDANTS' goals and expectations.

7 79. Based on information and belief, DEFENDANTS implemented policies and/or  
8 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control  
9 during unpaid meal periods.

10 80. Based on information and belief, DEFENDANTS required Aggrieved Employees to  
11 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take  
12 into account when scheduling meal periods for Aggrieved Employees. Based on information and  
13 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

14 81. Based on information and belief, despite DEFENDANTS' failure to provide lawful  
15 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end  
16 times of PLAINTIFFS's and other Aggrieved Employees' meal periods and/or automatically  
17 deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods despite  
18 having actual and/or constructive knowledge that PLAINTIFFS and other Aggrieved Employees  
19 did not receive lawful meal periods.

20 82. Moreover, based on information and belief, Aggrieved Employees who worked shifts  
21 of more than ten (10) and/or twelve (12) hours did not receive a second legally compliant thirty (30)  
22 minute second meal period.

23 83. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFFS  
24 and other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on  
25 further information and belief, DEFENDANTS did not have a written meal period policy, nor did  
26 DEFENDANTS have any sort of compliant policy in practice.

27 84. Moreover, based on information and belief, DEFENDANTS failed to keep accurate  
28 records of the true start and end times of PLAINTIFFS's and Aggrieved Employees' meal periods.

1 Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally  
2 rounded the start and end times of purported meal periods resulting in PLAINTIFFS and other  
3 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal  
4 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

5 85. Based on information and belief, DEFENDANTS had actual and/or constructive  
6 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which  
7 were free of DEFENDANTS' control owed to PLAINTIFFS and other Aggrieved Employees, in  
8 violation of California's meal period laws.

9 86. DEFENDANTS failed to pay PLAINTIFFS and other Aggrieved Employees, an  
10 additional hour of wages at their respective regular rates of compensation for each workday a lawful  
11 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for  
12 each workday a lawful meal period was not provided and/or failed to pay the proper meal period  
13 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,  
14 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or  
15 compensation for purposes of calculating the owed meal period premium.

16 87. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide  
17 PLAINTIFFS and other Aggrieved Employees with legally compliant rest periods at a rate of every  
18 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the  
19 middle of the work period, as required by law.

20 88. PLAINTIFFS and other Aggrieved Employees were not adequately informed,  
21 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California  
22 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to  
23 the taking of duty-free rest periods.

24 89. Based on information and belief, DEFENDANTS did not have a have a compliant  
25 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in  
26 practice.

27 90. For example, based on information and belief, PLAINTIFF MANYBANSENG and  
28 other Aggrieved Employees were at times unable to take compliant rest periods due to their need to

1 complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable  
2 rest area and/or had purported rest periods restricted to DEFENDANTS' premises/their assigned  
3 work locations/workstations.

4 91. For example, PLAINTIFF MANYBANSENG typically did not receive any off-duty  
5 rest periods during PLAINTIFF's shifts due to including but not limited to, lack of coverage and/or  
6 the need to complete assigned job duties.

7 92. Also, PLAINTIFF MANYBANSENG was required to monitor and respond to  
8 PLAINTIFF MANYBANSENG's assigned site's phone/a work communication device at all times  
9 during PLAINTIFF's shifts, including but not limited to, during any rest periods, and as such, was  
10 not relieved of all duties and DEFENDANTS' control during any rest periods, in violation of  
11 California rest period law.

12 93. Based on information and belief, DEFENDANTS also required other Aggrieved  
13 Employees to monitor work communication device(s)/work phone(s) and/or remain at their assigned  
14 post(s)/tethered to their workstations during any rest periods, in violation of California rest period  
15 law. Based on information and belief, DEFENDANTS failed to authorize net, ten-minute, off-duty,  
16 rest periods that were insofar as practicable in the middle of the work period as required under  
17 California rest period law.

18 94. For example, PLAINTIFF CRAWFORD was not relieved of all duties and  
19 DEFENDANTS' control during purportedly off-duty rest periods, in violation of California rest  
20 period law.

21 95. Similarly, PLAINTIFF SCHLEIS was not relieved of all duties and DEFENDANTS'  
22 control during any rest periods. For example, PLAINTIFF SCHLEIS was restricted to the worksite  
23 premises and was required to monitor a walkie-talkie and respond to incidents as needed during  
24 purportedly off-duty rest periods, in violation of California rest period law.

25 96. At times, PLAINTIFF VEAL was required to complete work tasks during owed rest  
26 periods due to the need to complete assigned job duties and/or lack of a relief worker.

27 97. Based on information and belief, DEFENDANTS did not have a lawful policy,  
28 instruction, or practice as to the taking, timing, or duty-free nature of rest periods. For example,

1 based on information and belief, DEFENDANTS failed to authorize and permit rest periods that  
2 were a “net” ten minutes in a suitable rest area, and instead, to the extent rest periods were provided,  
3 DEFENDANTS limited PLAINTIFFS and other Aggrieved Employees to only ten-minute rest  
4 periods, requiring them to be back at their workstations within ten minutes of leaving their work  
5 stations , in violation of California rest period law.

6 98. Based on information and belief, DEFENDANTS did not pay PLAINTIFFS any rest  
7 period premiums during PLAINTIFFS’ employment and/or did not pay PLAINTIFFS a proper rest  
8 period premium for each missed and/or otherwise legally non-compliant rest period.

9 99. Based on information and belief, Aggrieved Employees’ rest periods were  
10 interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and  
11 constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring  
12 Aggrieved Employees to skip rest breaks completely or otherwise take non-compliant rest periods.

13 100. Moreover, based on information and belief, DEFENDANTS failed to provide any  
14 form of a third rest period on shifts lasting longer than ten hours.

15 101. Based on information and belief, DEFENDANTS implemented policies and/or  
16 practices that failed to relieve PLAINTIFFS and other Aggrieved Employees of all duties and  
17 DEFENDANTS’ control during rest periods.

18 102. For example, as described herein, DEFENDANTS required Aggrieved Employees,  
19 including but not limited to, PLAINTIFF MANYBANSENG, to monitor work communication  
20 device(s)/work phone(s) and/or remain at their assigned post(s)/tethered to their workstations during  
21 any rest periods, in violation of California rest period law.

22 103. Based on information and belief, Aggrieved Employees were pressured to complete  
23 their work duties according to a designated schedule such that rest breaks were only taken once tasks  
24 were completed, and/or as time permitted.

25 104. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in  
26 which PLAINTIFFS and Aggrieved Employees experienced a missed/unlawful rest period in  
27 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each  
28 workday a proper rest period was not provided and/or failed to pay the proper rest period premium

1 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,  
2 shift differential pay, and/or other non-discretionary compensation into the regular rate of  
3 compensation for purposes of calculating the owed rest period premium.

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

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

20       107. As described herein, based on information and belief, DEFENDANTS also failed to  
21 incorporate all forms of non-discretionary compensation earned during the pay period into the  
22 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour  
23 of overtime worked by PLAINTIFFS and other Aggrieved Employees.

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

28       109. Based on information and belief, wage statements issued by DEFENDANTS failed

1 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

2 110. For example, based on information and belief, at times, DEFENDANTS issued wage  
3 statements to Aggrieved Employees containing payment for hours worked during previous pay  
4 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate  
5 pay period for that pay, further failing to list the total hours worked for the pay period, including but  
6 not limited to, the total hours worked for the pay period the pay corresponds with, in violation of  
7 including but not limited to, Labor Code section 226(a)(2) and/or 226(a)(6).

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

12 112. As a result, DEFENDANTS issued wage statements to PLAINTIFFS and Aggrieved  
13 Employees that were not accurate and did not include all of the statutorily required information. As  
14 such, DEFENDANTS violated Labor Code section 226.

15 113. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on  
16 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that  
17 were due and owing upon termination or resignation. Based on information and belief,  
18 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing  
19 requirements of Labor Code sections 201-202.

20 114. Upon separation of employment, Aggrieved Employees final paychecks were not  
21 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or  
22 did not include all wages owed as they were devoid of, including but not limited to, all owed  
23 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid  
24 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid  
25 time off paid at the final rate including non-discretionary compensation, including but not limited  
26 to, all owed shift differentials).

27 115. Based on further information and belief, DEFENDANTS failed to timely provide all  
28 owed wages immediately upon discharge of employment. Based on information and belief, at times,

1 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby  
2 Aggrieved Employees would not be called in for work for longer than a single pay period due to  
3 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances  
4 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at  
5 the end of such periods of employment, in violation of including but not limited to Labor Code  
6 section 201-202. As such, DEFENDANTS violated Labor Code sections 201 and/or 202, subjecting  
7 DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256.

8       116. These violations subject DEFENDANTS to civil penalties under Labor Code section  
9 203, 210, and/or 256.

10       117. **Unreimbursed Business Expenses.** Based on information and belief,  
11 DEFENDANTS required PLAINTIFFS and Aggrieved Employees to incur business expenses as a  
12 direct consequence of the performance of their job duties without providing reimbursement, in  
13 violation of Labor Code section 2802. Based on information and belief, PLAINTIFFS and  
14 Aggrieved Employees were improperly required to provide and maintain work tools that are  
15 supposed to be the responsibility of the employer.

16       118. Based on information and belief, DEFENDANTS shifted the costs of doing business  
17 onto PLAINTIFFS and other Aggrieved Employees requiring them to pay for business expenses,  
18 including but not limited to, including but not limited to, uniforms/work clothing/work  
19 shoes/personal protective/safety gear, tools/equipment, the use of Aggrieved Employees' personal  
20 vehicles and/or personal cell phones/mobile devices, internet and/or data usage for work related  
21 purposes, including but not limited to, to receive and respond to work related messages and/or phone  
22 calls.

23       119. For example, based on information and belief, Aggrieved Employees were required  
24 to receive and respond to work-related calls and/or messages from including but not limited to  
25 supervisors and/or other employees regarding scheduling and/or other work tasks but were not  
26 reimbursed by DEFENDANTS at all and/or in full for these business expenses.

27       120. For example, DEFENDANTS required PLAINTIFF MANYBANSENG to use  
28 PLAINTIFF MANYBANSENG's personal cell phone / mobile device to carry out PLAINTIFF

1 MANYBANSENG's assigned job duties, including but not limited to, to receive and respond to  
2 work-related calls and/or messages from including but not limited to supervisors and/or other  
3 employees regarding scheduling and/or other work tasks however, DEFENDANTS failed to provide  
4 PLAINTIFF MANYBANSENG with any and/or full reimbursement for these business expenses  
5 PLAINTIFF MANYBANSENG incurred in connection with being required to use PLAINTIFF  
6 MANYBANSENG's personal cell phone / personal device(s) to carry out PLAINTIFF  
7 MANYBANSENG's assigned job duties, including but not limited to, increased data plan charges.

8         121. Similarly, DEFENDANTS required PLAINTIFF CRAWFORD to use PLAINTIFF  
9 CRAWFORD's personal cell phone/mobile device to carry out PLAINTIFF CRAWFORD's  
10 assigned job duties, including without limitation, for downloading and regularly using a work-  
11 related application (e.g., employee timekeeping applications) for clocking in and out for  
12 PLAINTIFF CRAWFORD's shifts, however, DEFENDANTS failed to reimburse PLAINTIFF  
13 CRAWFORD at all and/or in full for the business expenses PLAINTIFF CRAWFORD incurred in  
14 connection therewith, including without limitation, increased data plan charges.

15         122. DEFENDANTS also required PLAINTIFF SCHLEIS to use PLAINTIFF SCHLEIS'  
16 personal cell phone/mobile device to carry out PLAINTIFF SCHLEIS' assigned job duties,  
17 including without limitation, for downloading and regularly using a work-related application (e.g.,  
18 employee timekeeping applications) for clocking in and out for PLAINTIFF SCHLEIS' shifts,  
19 however, DEFENDANTS failed to reimburse PLAINTIFF SCHLEIS at all and/or in full for the  
20 business expenses PLAINTIFF SCHLEIS incurred in connection therewith, including without  
21 limitation, increased data plan charges.

22         123. For example, DEFENDANTS required PLAINTIFF SHLEIS to download  
23 DEFENDANTS' Intercon Security app onto PLAINTIFF SHLEIS' personal cellphone/device for  
24 purposes of clocking in and out for shifts. PLAINTIFF SHLEIS was not reimbursed for  
25 DEFENDANTS' business use of PLAINTIFF SHLEIS' personal cell phone/mobile device.

26         124. Similarly, DEFENDANTS required PLAINTIFF VEAL to use PLAINTIFF VEAL's  
27 personal cell phone/mobile device to carry out PLAINTIFF VEAL's assigned job duties, including  
28 without limitation, for downloading and regularly using a work-related application (e.g., employee

1 timekeeping applications) for clocking out for PLAINTIFF VEAL's shifts, however,  
2 DEFENDANTS failed to reimburse PLAINTIFF VEAL at all and/or in full for the business  
3 expenses PLAINTIFF VEAL incurred in connection therewith, including without limitation,  
4 increased data plan charges.

5 125. DEFENDANTS required PLAINTIFF BARRETT to use a personal cell  
6 phone/mobile device to carry out assigned job duties, including without limitation for downloading  
7 and regularly using a work-related application/employee-time keeping application to clock in and  
8 out for shifts. DEFENDANTS did not reimburse PLAINTIFF BARRETT for these cell-phone-  
9 related business expenses as required under California law.

10 126. Based on information and belief, DEFENDANTS regularly failed to reimburse and  
11 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section  
12 2802, PLAINTIFFS and Aggrieved Employees were entitled to be reimbursed for all reasonable  
13 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties  
14 assigned by DEFENDANTS.

15 127. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement  
16 for all reasonable expenses associated with carrying out their duties required that Aggrieved  
17 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section  
18 2802.

19 128. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every  
20 employee who is discharged shall be paid at the place of discharge, and every employee who quits  
21 shall be paid at the office or agency of the employer in the county where the employee has been  
22 performing labor. All payments shall be made in the manner provided by law.

23 129. Based on information and belief, DEFENDANTS have a policy and practice of  
24 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place  
25 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the  
26 office or agency of DEFENDANTS in the county where the work was performed, in violation of  
27 Labor Code Section 208.

28 130. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,

1 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow  
2 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or  
3 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation  
4 pay/paid time off paid at the final rate including non-discretionary compensation, including but not  
5 limited to, any owed shift differentials) to Aggrieved Employees upon separation of employment,  
6 in violation of California law, including but not limited to, Labor Code section 227.3.

7       131. **Inaccurate Records.** Based on the above-described unlawful policies and practices,  
8 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as  
9 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.  
10 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as  
11 required by law, including but not limited to the following records: total daily hours worked,  
12 applicable rates of pay, time records showing when PLAINTIFFS and other Aggrieved Employees  
13 began and ended each work period, time records of meal periods, and accurate itemized wage  
14 statements.

15       132. DEFENDANTS have failed and continue to fail to keep accurate and complete  
16 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal  
17 period deductions, failure to relieve PLAINTIFFS and Aggrieved Employees of all duties and  
18 employer control during unpaid meal periods, failure to record the true start and end times of meal  
19 periods, shift start times and shift end times, and other off-the-clock work policies and practices  
20 described herein.

21       133. **Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,  
22 employees shall be provided with suitable seats when the nature of the work reasonably permits the  
23 use of seats and when they are not actively engaged in the work duties that would not permit them  
24 to be seated.

25       134. All applicable IWC Wage Orders, Section 14(A-B) provides:

26       (A) All working employees shall be provided with suitable seats when the nature of the  
27 work reasonably permits the use of seats.

1 (B) When employees are not engaged in the active duties of their employment and the  
2 nature of the work requires standing, an adequate number of suitable seats shall be placed in  
3 reasonable proximity to the work area and employees shall be permitted to use such seats when it  
4 does not interfere with the performance of their duties.

5 135. Suitable seating is one of the worker protections covered by California's Wage  
6 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly  
7 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*  
8 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

9 136. Based on information and belief, DEFENDANTS failed to provide Aggrieved  
10 Employees with suitable seating, and when such employees were not engaged in duties which  
11 required them to stand, no seating was placed in reasonable proximity to their workstations.

12 137. For example, DEFENDANTS failed to provide PLAINTIFF MANYBANSENG  
13 with suitable seating, and when PLAINTIFF MANYBANSENG was not engaged in duties which  
14 required PLAINTIFF to stand, no seating was placed in reasonable proximity to PLAINTIFF's  
15 workstation(s).

16 138. Similarly, DEFENDANTS failed to provide PLAINTIFF CRAWFORD,  
17 PLAINTIFF SCHLEIS, and PLAINTIFF VEAL with suitable seating. For example,  
18 DEFENDANTS did not provide PLAINTIFF CRAWFORD with seating, and PLAINTIFF  
19 CRAWFORD and other Aggrieved Employees were threatened with and/or subject to discipline  
20 if/when they attempted to sit down.

21 139. Moreover, based on information and belief, the nature of the work reasonably  
22 permitted the use of seats for at least part of the time that Aggrieved Employees were working.  
23 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of  
24 their employment, yet there were no suitable seats in reasonable proximity to the work area and use  
25 of seats would not interfere with the performance of their duties.

26 140. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed  
27 to provide proper paid sick leave to PLAINTIFFS and other Aggrieved Employees.  
28 DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave

1 accrual and the sick leave rate of pay owed to PLAINTIFFS and other Aggrieved Employees by  
2 failing to base the accrued sick leave hours on the correct number of hours worked (as a result of  
3 the rounding/automatic deduction policies and practices for meal periods and/or shift start and end  
4 times/other required off-the-clock work including but not limited to unpaid meal periods) and by  
5 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but  
6 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary  
7 compensation into the sick leave pay rate calculation.

8 141. Upon information and belief, DEFENDANTS further failed to place PLAINTIFFS  
9 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their  
10 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,  
11 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to  
12 PLAINTIFFS and other Aggrieved Employees on their wage statements or other written statement.  
13 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of  
14 used sick leave and the balance of paid sick leave.

15 142. Based on information and belief, throughout the relevant time period,  
16 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFFS and  
17 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave.

18 143. Upon information and belief, DEFENDANTS failed and continue to fail to comply  
19 with Labor Code section 246, by failing to provide PLAINTIFFS and all Aggrieved Employees with  
20 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick  
21 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays  
22 wages.

23 144. As such, DEFENDANTS have violated California's paid sick leave laws and  
24 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as  
25 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These  
26 unlawful practices and policies violate Labor Code sections 245-248.5.

1           **145. Unlawful Agreements-Unlawful Criminal History Inquiries.**

2           Unlawful Agreements.

3           146. Labor Code section 432.5 provides that “no employer...shall require any employee  
4 or applicant for employment to agree, in writing, to any term or condition which is known by such  
5 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required  
6 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not  
7 limited to, unlawful releases and/or waivers and/or other unlawful agreements, including but not  
8 limited to, unlawful meal period waivers as a condition of obtaining and/or continuing employment  
9 in violation of Labor Code section 432.5.

10          147. Labor Code section 432.6(a), provides that “a person shall not, as a condition of  
11 employment, continued employment, or the receipt of any employment-related benefit, require any  
12 applicant for employment or any employee to waive any right...”Based on information and belief,  
13 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally  
14 signed as a condition of employment, including but not limited to, during the onboarding process.  
15 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining  
16 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these  
17 invalid waivers are otherwise unlawful under Labor Code section 432.6.

18          148. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a  
19 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section  
20 432.5.

21          149. **Violation of Labor Code Section 432.6.** Based on information and belief,  
22 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second  
23 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,  
24 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of  
25 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as  
26 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or  
27 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

28          150. PLAINTIFFS are informed and believes and alleges thereon that DEFENDANTS

1 engaged in these same herein described unlawful practices, which led to violations of the California  
2 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described  
3 unlawful practices to all of its employees that it applied to PLAINTIFF.

4 **FIRST CAUSE OF ACTION**  
5 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**  
6 **2698, *ET SEQ.***  
7 **(On behalf of PLAINTIFFS, Aggrieved Employees and the State of California against all**  
8 **Defendants)**

9 151. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

10 **Failure to Keep Accurate Records**

11 152. California Labor Code § 1174 requires employers to keep “accurate and complete”  
12 payroll records showing, among other things, the hours worked daily by all non-exempt employees.  
13 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the  
14 times during which all owed meal periods were provided each day.

15 153. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate  
16 and complete records as required by law, including but not limited to the following records: total  
17 daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS and other  
18 Aggrieved Employees began and ended each work period, time records of meal periods, and  
19 accurate itemized wage statements.

20 154. DEFENDANTS’ failure to keep “accurate and complete” payroll records for  
21 PLAINTIFFS and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all  
22 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under  
23 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and  
24 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay  
25 period during which the referenced statutes and Wage Order provisions were violated.<sup>2</sup>

26 **Meal Period Violations**

27 155. California law requires employers to provide employees a duty-free, uninterrupted  
28 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and

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<sup>2</sup> Labor Code § 2699(f)

1 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and  
2 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*  
3 *Court* (2012) 53 Cal.4<sup>th</sup> 1004.

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

7 157. Employers covered by any and all applicable IWC Wage Orders have an obligation  
8 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),  
9 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is  
10 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)  
11 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4<sup>th</sup> 1004, 1052-1053, citing  
12 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a  
13 rebuttable presumption arises that the employee was not relieved of duty and no meal period was  
14 provided”).

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

22 159. As explained above, PLAINTIFFS and other Aggrieved Employees were  
23 consistently unable to take timely, off duty, thirty-minute, uninterrupted first and second meal  
24 periods, often being forced to take late meal periods, interrupted meal periods, and/or work through  
25 part or all of their meal periods due to understaffing, the nature and constraints of their job duties,  
26 and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip  
27 meal periods completely.

28 160. Based on information and belief, DEFENDANTS had and continue to have a policy

1 of rounding the start and end times of employees' meal periods and/or automatically deducting  
2 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFFS  
3 and Aggrieved Employees did not receive compliant meal periods.

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

6 162. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS had  
7 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and  
8 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in  
9 violation of California's meal period laws.

10 163. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal  
11 periods in violation of California law and/or failed to pay the proper meal period premium for failure  
12 to incorporate all non-discretionary remuneration including but not limited to, commissions,  
13 multiple base rates of pay, bonuses, shift differential pay and/or other non-discretionary  
14 compensation into the regular rate or compensation for purposes of calculating the owed meal period  
15 premium.

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

21 **Rest Period Violations**

22 165. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer  
23 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours  
24 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period  
25 "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4<sup>th</sup> 1004 (2012),  
26 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for  
27 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to  
28 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at

1 1029). The rest period requirement obligates employers to permit and authorize employees to take  
2 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control  
3 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th  
4 257. If the employer fails to provide any required rest period, the employer must pay the employee  
5 one hour of pay at the employee's regular rate of compensation for each workday the employer did  
6 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and  
7 applicable IWC Wage Order, §12(B).

8 166. Moreover, under California law rest periods must be a "net" ten minutes in a suitable  
9 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards  
10 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest  
11 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from  
12 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,  
13 which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what  
14 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in  
15 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the  
16 "onus is on the employer to clearly communicate the authorization and permission [to take rest  
17 periods] to its employees.").

18 167. PLAINTIFFS and the Aggrieved Employees did not receive legally compliant,  
19 timely 10-minute rest periods for every four (4) hours worked or major fraction thereof. As  
20 explained above, any purported rest periods were late, interrupted, cut short, on duty, and/or  
21 otherwise subject to DEFENDANTS' control due to the nature and constraints of Aggrieved  
22 Employees' job duties, understaffing, and/or commentary from supervisors pressuring  
23 PLAINTIFFS and Aggrieved Employees to skip rest periods completely or otherwise take non-  
24 compliant rest periods.

25 168. Based on information and belief, DEFENDANTS implemented policies and/or  
26 practices that failed to relieve PLAINTIFFS and other Aggrieved Employees of all duties and  
27 employer control during rest periods. Based on further information and belief, Aggrieved  
28 Employees were pressured to complete their work duties according to a designated schedule such

1 that rest periods were only taken once tasks were completed, and/or as time permitted.

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

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

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

13 **Minimum and Overtime Wage Violations**

14 172. California law provides that employees in California must be paid for all hours  
15 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less  
16 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.  
17 The minimum wage standard applies to each hour employees worked for which they were not paid.  
18 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful  
19 even if averaging an employee's total pay over all hours worked, paid or not, results in an average  
20 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

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

27 174. As explained above, DEFENDANTS violated California's minimum and overtime  
28 wage laws by failing to compensate PLAINTIFFS and the Aggrieved Employees for all hours

1 worked by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for  
2 shift start and end times and meal period start and end times), payment according to scheduled hours  
3 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during  
4 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful  
5 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

6 175. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFFS  
7 and Aggrieved Employees for all hours worked.

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

14 177. Based on information and belief, DEFENDANTS calculated the owed overtime  
15 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)  
16 based on the minimum wage established for the cities and/or counties within which Aggrieved  
17 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to  
18 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates  
19 above the California minimum wage rate.

20 178. Based on information and belief, DEFENDANTS failed and continue to fail to pay  
21 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours  
22 in a week.

23 179. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved  
24 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for  
25 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in  
26 violation of California's overtime laws.

27 180. Based on information and belief, DEFENDANTS further violated California's  
28 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not

1 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary  
2 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to  
3 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of  
4 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFFS and  
5 other Aggrieved Employees.

6 181. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,  
7 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS  
8 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC  
9 Wage Orders, section 20.

#### 10 **Statutory Wage Violations**

11 182. California Labor Code section 223 makes it unlawful for an employer to secretly pay  
12 wages lower than required by statute while purporting to pay legal wages. As described above,  
13 DEFENDANTS willfully and systematically denied PLAINTIFFS and Aggrieved Employees of all  
14 earned minimum and overtime compensation for all hours worked which resulted in the payment of  
15 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of  
16 statutory wages, including, but not limited to, minimum and overtime wages, to which they were  
17 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFFS and other Aggrieved  
18 Employees lower wages than those they were entitled to while purporting that PLAINTIFFS and  
19 other Aggrieved Employees were properly paid. As a result, PLAINTIFFS and other Aggrieved  
20 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to  
21 Labor Code § 2699(f)-(g).

#### 22 **Refusal to Make Payment**

23 183. Labor Code section 216 declares unlawful an employer's refusal to pay wages due  
24 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated  
25 and continue to violate this section by failing to pay PLAINTIFFS and Aggrieved Employees for  
26 all hours worked at the proper wage rate and by failing to pay an additional hour of pay for each  
27 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*  
28 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil

1 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for  
2 each Aggrieved Employee, for each pay period during which the statute provisions were violated.<sup>3</sup>

3 **Standard Conditions of Labor Violations**

4 184. Together, Labor Code sections 1198 and 1199 make unlawful any employment of  
5 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,  
6 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including  
7 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'  
8 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,  
9 minimum/overtime wages and other violations described herein result in separate violations of  
10 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections  
11 1197.1 and 2699.

12 **Business Expense Violations**

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

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

26 \_\_\_\_\_  
27 <sup>3</sup> Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty  
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,  
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

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

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

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

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

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

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

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

26 **Wage Statement Violations**

27 194. California law requires every employer semi-monthly or at the time of each payment  
28 of wages to furnish its employees with an accurate itemized wage statement in writing that contains

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

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

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

26         197. As explained above, wage statements issued by DEFENDANTS failed to list the  
27 "total hours worked" by PLAINTIFFS and Aggrieved Employees (by virtue of rounded time entries,  
28 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and

1 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices  
2 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours  
3 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226  
4 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

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

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

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

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

25 204. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and  
26 Aggrieved Employees with accurate, itemized wage statements.

27 205. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and Aggrieved  
28 Employees have suffered injury. The absence of accurate information on their wage statements has

1 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and  
2 mathematical computations to determine the amount of wages owed, and will cause difficulty and  
3 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the  
4 submission of inaccurate information about wages and amounts deducted from wages to state and  
5 federal government agencies. As a result, PLAINTIFFS and Aggrieved Employees are required to  
6 participate in this lawsuit and create more difficulty and expense from having to reconstruct time  
7 and pay records than if DEFENDANT had complied with its legal obligations.

8         206. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.  
9 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period  
10 during which the statute provisions were violated. <sup>4</sup>

11         **Violation of Labor Code Section 208**

12         207. Labor Code Section 208 provides: Every employee who is discharged shall be paid  
13 at the place of discharge, and every employee who quits shall be paid at the office or agency of the  
14 employer in the county where the employee has been performing labor. All payments shall be made  
15 in the manner provided by law.

16         208. Based on information and belief, DEFENDANTS have a policy and practice of  
17 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place  
18 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the  
19 office or agency of DEFENDANTS in the county where the work was performed, in violation of  
20 Labor Code Section 208.

21         **Failure to Pay Vested Vacation/Paid Time Off**

22         209. California Labor Code section 227.3 provides that when an employer policy provides  
23 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,  
24 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the  
25 employee's final rate in accordance with such contract of employment or employer policy respecting  
26 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time  
27 off upon termination.

28         <sup>4</sup> Labor Code § 226.3 (establishing that the civil penalty is ~~1~~<sup>2</sup> per employee per violation”).

1           210. Based on information and belief, DEFENDANTS had and continue to have a  
2 uniform policy and practice of failing to allow Aggrieved Employees to use their earned  
3 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off  
4 at the properly accrued rates (including but not limited to any owed shift differential pay) to  
5 Aggrieved Employees upon separation of employment, in violation of California law, including but  
6 not limited to, Labor Code section 227.3.

7           **Untimely Payment of Final Wages**

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

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

21           213. Based on information and belief, upon separation of employment, Aggrieved  
22 Employees’ final paychecks were not timely provided, were not timely provided with all owed  
23 vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor Code  
24 section 201-202. Based on information and belief, Aggrieved Employees’ final paychecks did not  
25 include all wages owed as they are devoid of, including but not limited to, all owed minimum wages,  
26 overtime wages, premium wages, vacation pay and/or all paid time off wages at the properly accrued  
27 rates (including but not limited to any owed shift differential pay).

28           214. Based on information and belief, at times, Aggrieved Employees experienced breaks

1 in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in  
2 for work for longer than a single pay period due to including but not limited to DEFENDANTS'  
3 lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,  
4 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in  
5 violation of including but not limited to Labor Code section 201-202.

6 215. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These  
7 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or  
8 256.

9 **Sick Leave Violations**

10 216. DEFENDANTS violated California's paid sick leave laws including, Labor Code  
11 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to  
12 PLAINTIFFS and other Aggrieved Employees or failed to properly accrue paid sick leave due to  
13 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to  
14 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but  
15 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary  
16 compensation into the sick leave pay rate calculation.

17 217. DEFENDANTS further failed to give PLAINTIFFS and other Aggrieved Employees  
18 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor  
19 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used  
20 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFFS  
21 and Aggrieved Employees' intelligent exercise of their paid sick leave.

22 218. But for this failure, PLAINTIFFS and other Aggrieved Employees would have used  
23 their paid sick leave at least prior to their respective separations, for as on several occasions  
24 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate  
25 compensation.

26 219. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records  
27 documenting the hours worked and paid sick days accrued and used by PLAINTIFFS and all  
28 Aggrieved Employees, permitting the presumption that PLAINTIFFS and all Aggrieved Employees

1 were entitled to the maximum number of hours accruable.

2       220. Upon information and belief, DEFENDANTS failed and continue to fail to comply  
3 with Labor Code section 246, by failing to provide PLAINTIFFS and all Aggrieved Employees with  
4 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick  
5 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays  
6 wages.

7       221. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

8       222. On information and belief, PLAINTIFFS alleges that all of these practices were  
9 experienced and continue to be experienced by other Aggrieved Employees.

10       223. Accordingly, PLAINTIFFS seeks all appropriate relief under the PAGA, the  
11 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and  
12 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

13       **Seating Violations**

14       224. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be  
15 provided with suitable seats when the nature of the work reasonably permits the use of seats and  
16 when they are not actively engaged in the work duties that would not permit them to be seated.

17       225. All applicable IWC Wage Orders, Section 14(A-B) provides:

18       (A) All working employees shall be provided with suitable seats when the nature of the  
19 work reasonably permits the use of seats.

20       (B) When employees are not engaged in the active duties of their employment and the  
21 nature of the work requires standing, an adequate number of suitable seats shall be placed in  
22 reasonable proximity to the work area and employees shall be permitted to use such seats when it  
23 does not interfere with the performance of their duties.

24       226. Suitable seating is one of the worker protections covered by California's Wage  
25 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly  
26 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*  
27 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

28       227. Based on information and belief, DEFENDANTS failed to provide PLAINTIFFS

1 and other Aggrieved Employees with suitable seating, and when such employees were not engaged  
2 in duties which required them to stand, no seating was placed in reasonable proximity to their  
3 workstations.

4 228. Moreover, based on information and belief, the nature of the work reasonably  
5 permitted the use of seats for at least part of the time that Aggrieved Employees were working.  
6 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of  
7 their employment, yet there were no suitable seats in reasonable proximity to the work area and use  
8 of seats would not interfere with the performance of their duties.

9 229. The Aggrieved Employees worked in various positions. The nature of  
10 PLAINTIFFS's and other Aggrieved Employees' work reasonably permitted the use of seats.  
11 However, DEFENDANTS failed to provide suitable seating in reasonable proximity to Aggrieved  
12 Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor  
13 Code sections 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code  
14 sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision,  
15 for each Aggrieved Employee, results in a separate civil penalty.

16 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

17 *Unlawful Agreements.*

18 230. Labor Code section 432.5 provides that "no employer...shall require any employee  
19 or applicant for employment to agree, in writing, to any term or condition which is known by such  
20 employer...to be prohibited by law." Based on information and belief, DEFENDANTS required  
21 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not  
22 limited to, unlawful releases and/or waivers, including but not limited to, unlawful meal period  
23 waivers and/or unlawful confidentiality agreements/unlawful non-disclosure agreements as a  
24 condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

25 231. Labor Code section 432.6(a), provides that "a person shall not, as a condition of  
26 employment, continued employment, or the receipt of any employment-related benefit, require any  
27 applicant for employment or any employee to waive any right..."Based on information and belief,  
28 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally

1 signed as a condition of employment, including but not limited to, during the onboarding process.  
2 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining  
3 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these  
4 invalid waivers are otherwise unlawful under Labor Code section 432.6.

5 232. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a  
6 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section  
7 432.5.

8 **Violation of Labor Code Section 432.6**

9 233. Based on information and belief, DEFENDANTS required Aggrieved Employees to  
10 sign meal period waivers that were universally signed as a condition of employment, including but  
11 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful  
12 under Labor Code section 432.6.

13 234. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of  
14 employment, continued employment, or the receipt of any employment-related benefit, require any  
15 applicant for employment or any employee to waive any right...”

16 235. Labor Code Section 432.6(b) provides in pertinent part:

17 236. “An employer shall not threaten, retaliate, or discriminate against, or terminate any  
18 applicant for employment or any employee because of the refusal to the waiver of any right...”

19 237. Based on information and belief, DEFENDANTS require/required Aggrieved  
20 Employees to waive their right to first and/or second meal periods as a condition of working for  
21 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not  
22 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved  
23 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,  
24 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their  
25 refusal to waive their meal period rights.

26 238. Under the provisions of PAGA and the above mentioned Labor Code sections,  
27 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,  
28 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1,

1 1198, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all interpretations  
2 of these laws by California Courts and administrative bodies, as well as any other law that is  
3 enforceable through PAGA, DEFENDANTS are liable for the following penalties:

4 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the  
5 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,  
6 pursuant to Labor Code section 2699(a); and

7 b. Default PAGA penalties for any violation of the enumerated list of Labor Code  
8 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided  
9 by Labor Code section 2699(f).

10 239. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,  
11 PLAINTIFFS are entitled to recover civil penalties, costs, and attorney's fees.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFFS pray for relief and judgment as follows on behalf of the State  
14 of California, and all Aggrieved Employees:

- 15 1. For civil penalties under Labor Code Section 2699;
- 16 2. For an order temporarily, preliminarily and permanently enjoining and  
17 restraining DEFENDANTS from engaging in similar unlawful conduct as set  
18 forth herein;
- 19 3. For reasonable attorney's fees and costs of suit; and
- 20 4. For such other and further relief that the Court deems just and proper.

21 Dated: August 18, 2025

**CROSNER LEGAL, PC**

22  
23 By: 

24 Chad Saunders  
25 Attorneys for Plaintiffs  
26  
27  
28

1 PROOF OF SERVICE  
2 *SANGKEO MANYBANSENG V. INTER-CON SECURITY ET AL.*  
3 *Los Angeles Superior Court Case No. 25STCV10907*

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

7 On August 18, 2025, I served true copies of the following document(s) described as

8 **PLAINTIFFS' FIRST AMENDED REPRESENTATIVE COMPLAINT FOR VIOLATION**  
9 **OF THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE SECTIONS**  
10 **2698, et seq**

11 on the interested parties in this action as follows:

12 SEE ATTACHED SERVICE LIST

13 ☒ **BY E-MAIL:** I caused the documents to be sent to the person(s) at the e-mail address(es)  
14 listed above in keeping with California Code of Civil Procedure Section §1010.6 and Pursuant to  
15 CRC 2.251 (C)(3). The transmission was either reported as being sent, complete and without error,  
16 or I did not receive, within a reasonable time after the transmission, any electronic message or  
17 other indication that the transmission was unsuccessful, to the addressees as stated above.

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

21 Executed on August 18, 2025, at Los Angeles, California.

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*SANGKEO MANYBANSENG V. INTER-CON SECURITY ET AL.*

*Los Angeles Superior Court Case No. 25STCV10907*

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