

May 28, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Vinyl Technology, LLC
200 Railroad Ave.
Monrovia, CA 91016
Certified Mail Tracking Number: 9414 8111 0549 5825 1342 96

C T Corporation System, Agent for Service
Vinyl Technology, LLC
330 N Brand Blvd. Suite 300
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8111 0549 5825 1347 84

PriorityWorkforce, Inc. dba PriorityWorkforce
15941 Red Hill Ave., Suite 100
Tustin, CA 92780
Certified Mail Tracking Number: 9414 8111 0549 5825 1349 82

C T Corporation System, Agent for Service
PriorityWorkforce, Inc. dba Priority Workforce
330 N Brand Blvd. Suite 300
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8111 0549 5825 1345 48

Priority Business Services, Inc.
15941 Red Hill Ave., Suite 100
Tustin, CA 92780
Certified Mail Tracking Number: 9414 8111 0549 5825 1352 93

C T Corporation System, Agent for Service
Priority Business Services, Inc.
330 N Brand Blvd. Suite 300
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8111 0549 5825 1358 04



Re: Labor Code § 2699 Penalties - PAGA Notice Letter to LWDA
Zometa v. Vinyl Technology, LLC, et al.

Gentlepersons:

This office represents Plaintiff Rosa Emelda Zometa (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is twofold: to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff wishes to bring a representative action on behalf of herself and the State of California against Defendants Vinyl Technolog, LLC, a California limited liability company; PriorityWorkforce, Inc. dba PriorityWorkforce, a California corporation; Priority Business Services, Inc., a California corporation; and Employers Personnel, LLC, a Florida limited liability company; and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

The second purpose of this Notice letter is to provide Vinyl Technology, LLC (“Vinyl Technology”) with notice pursuant to Labor Code §2810.3(d) that, upon the running of the 30-day notice period under Section 2810.3 and the running of the PAGA Notice period addressed below, Plaintiff will be adding claims under the Act against Defendants through an appropriate amendment to the attached Class Action Complaint. Plaintiff is asserting against Defendants all claims asserted in the Class Action Complaint, including claims for civil penalties and other relief under the PAGA as articulated in this Notice Letter.



Defendant PriorityWorkforce provides professional staffing solutions and connects candidates with job opportunities in a variety of specialties including manufacturing, warehouse, and shipping and receiving. Defendant Priority Business Services, Inc. also provides staffing services in the industrial, clerical, maintenance, and accounting and financing sectors. Vinyl Technology supplements its labor force by using temporary workers supplied by various temporary staffing agencies, such as named defendants PriorityWorkforce and Priority Business Services, Inc. Plaintiff has alleged that these Defendants jointly employed Plaintiff and the putative Class Members and Aggrieved Employees, including those placed by PriorityWorkforce and Priority Business Services, Inc. and any other Labor Contractors (collectively “staffing companies”) to perform work for PriorityWorkforce’s and Priority Business Services, Inc.’s clients. Plaintiff also asserts that the putative Class Members and Aggrieved Employees encompass both direct hires from Vinyl Technology and those whom the staffing companies placed to work for Vinyl Technology, as they are all subject to uniform policies and practices and share common contentions as to the alleged violations that have arisen from them.

Plaintiff has therefore alleged that Defendant Vinyl Technology is and has been a client employer within the definition of Labor Code § 2810.3 and shares with PriorityWorkforce and Priority Business Services, Inc. and the other staffing companies, i.e., the labor contractors under Labor Code § 2810.3, all civil legal responsibility and civil liability for failure to pay all wages earned and related and derivative claims by Plaintiff and the putative Class Members and Aggrieved Employees. This correspondence also satisfies the notice requirements under Section 2810.3, and the following details and liability theories summarize Plaintiff’s claims and provide notice to PriorityWorkforce and Priority Business Services, Inc. and the other staffing companies under Labor Code 2810.3(d) and firmly establish they are and have been joint employers of the Class members and the Aggrieved Employees with Vinyl Technology.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees. Plaintiff is also informed and believes that there are other aggrieved employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to compensate for all hours worked and at the applicable hourly rates. Aggrieved Employees were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all overtime hours worked. Aggrieved Employees were forced to work off-the-clock by: (1) ringing a bell and waiting to be let into Defendants’ facility and calling a co-worker if no one came to let them in; (2) waiting in line to clock back in after meal periods; and (3) answering work-related text messages and phone calls.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Aggrieved Employees proper overtime wages. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8



hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees took meal periods after the fifth hour of work as a result of the pre-shift off the clock work described above, in violation of the Labor Code and applicable Wage orders.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with timely paid, uninterrupted and duty-free rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by the Labor Code.

Defendants had a common policy and practice of failing to reimburse Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, personal cell phone usage, and tools and equipment, including gloves and a calculator, which were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime as discussed above. Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

Lastly, Defendants failed to maintain a reasonable temperature in their facilities and to take all feasible measures to reduce excessive heat and/or humidity in their facilities resulting in Aggrieved Employees working in unreasonably hot temperatures in violation of Wage Order 4, paragraph 15(A)-(B).

Plaintiff and Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to compensate for all hours worked and at the applicable hourly rates as Plaintiff and Aggrieved Employees worked off the clock by: (1) ringing a bell and waiting to be let into Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in line to clock back in



after meal periods; and (3) answering work-related text messages and phone calls. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week as addressed in detail above due to the off-the-clock work. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of eight hours a day or forty in a week. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate, overtime, and double-time pay. Moreover, the uncompensated time, discussed above including off-the-clock work by Aggrieved Employees, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable



attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal Period Liability Under Labor Code § 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with a timely meal period as required under Labor §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees took their meal period late and after the fifth hour of work due to the pre-shift off-the-clock work described above.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Rest Period Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants failed to provide timely rest breaks due to the pre-shift off-the-clock work described above.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were deficiently provided. Therefore pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period deficiently provided, as well as the assessment of statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.



Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

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Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, personal cell phone usage, **and** the costs of tools and equipment, including gloves and a calculator, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime, as discussed above. As a



result, the wage statements failed to accurately list the total hours worked and the applicable hourly rates.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3 which provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of herself and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages and overtime, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants required Aggrieved Employees to work hours off the clock for which they were not compensated by: (1) ringing a bell and waiting to be let into Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in line to clock back in after meal periods; and (3) answering work-related text messages and phone calls. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under § 204, Defendants systematically violated Labor Code § 226.



Given the above described off-the-clock work, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulting in further systematic and ongoing violations of Labor Code § 204. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194.

In failing to pay Aggrieved Employees minimum wages and overtime and off the clock work, by failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, discussed herein, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).



Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages fur and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. For example, Plaintiff was terminated and was not paid her final wages on the day of her termination. When Plaintiff did receive her final wages, days later, Defendants failed to pay waiting time penalties. Plaintiff's final wages also did not include wages owed for the off-the-clock work discussed above. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558 and penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unreasonable and Excessive Warehouse Temperatures

Under the IWC's Wage Order 4, paragraph 15(A), "[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed." During their employ with Defendants, Plaintiff and Aggrieved Employees worked in facilities with unreasonably excessive temperatures due to Defendants' failure to "take all feasible means to reduce such excessive heat" in violation of Wage Order 4, paragraph 15(A)-(B).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including



the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees timely meal periods and failure to authorize and permit timely rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil



penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Vinyl Technology, LLC; PriorityWorkforce, Inc. dba PriorityWorkforce; Priority Business Services, Inc.; and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended complaint.

Regards,

D.LAW, INC.

A handwritten signature in black ink that reads "Roman Shkodnik".

Roman Shkodnik

Enclosures:

Cc: Above listed Vinyl Technology, LLC; PriorityWorkforce, Inc. dba PriorityWorkforce; and Priority Business Services, Inc.; by Certified Mail

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Emma Geesaman (SBN 352715)
e.geesaman@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff ROSA EMELDA ZOMETA,
on behalf of herself and others similarly situated

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

ROSA EMELDA ZOMETA, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

VINYL TECHNOLOGY, LLC, a California
limited liability company;
PRIORITYWORKFORCE, INC. dba
PRIORITYWORKFORCE, a California
corporation; PRIORITY BUSINESS
SERVICES, INC., a California corporation;
and DOES 1 through 50, inclusive

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ROSA EMELDA ZOMETA, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all similarly situated
6 current and former employees within the State of California who, at any time four (4)
7 years prior to the filing of this lawsuit, are or were employed as non-exempt hourly
8 employees by Defendants VINYL TECHNOLOGY, LLC, a California limited liability
9 company; PRIORITYWORKFORCE, INC. dba PRIORITYWORKFORCE, a California
10 corporation; PRIORITY BUSINESS SERVICES, INC., a California corporation; and DOES
11 1 through 50 (all defendants being collectively referred to herein as “Defendants”).
12 Plaintiff alleges that Defendants, and each of them, violated various provisions of the
13 California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
14 California Business & Professions Code, and seeks redress.

15 2. Plaintiff is a resident of California and during the time period relevant to
16 this Complaint was employed by Defendants as a non-exempt hourly employee within
17 the State of California at Defendants’ facilities and offices in Monrovia, California.
18 Plaintiff and the other Class members worked for Defendants in Los Angeles County and
19 throughout California, and consistently worked at Defendants’ behest without being
20 paid all wages due. More specifically, Plaintiff and the other similarly situated Class
21 members were employed by Defendants and worked at Defendants’ offices and other
22 facilities where the conduct giving rise to the allegations in this Class Action Complaint
23 occurred. Upon information and belief, Plaintiff was employed by Defendants and (1)
24 shared similar job duties and responsibilities, (2) was subjected to the same policies and
25 practices, and (3) endured similar violations at the hands of Defendants as the other
26 Employee Class members who served in similar and related positions.

27 3. Defendants required Plaintiff and the Employees in the Class to work off the clock.
28 Defendants thus failed to pay Plaintiff and the Class members for all hours worked, provided meal

1 and rest breaks untimely due to pre-shift off-the-clock work, and provided them with inaccurate
2 wage statements that prevented Plaintiff and the Class from learning of these unlawful pay
3 practices.

4 THE PARTIES

5 A. The Plaintiff

6 4. Plaintiff ROSA EMELDA ZOMETA has resided in California and during
7 the time period relevant to this Complaint was employed by Defendants as a non-exempt
8 hourly employee within the State of California at Defendants' facilities and offices in
9 California.

10 B. The Defendants

11 5. Defendant VINYL TECHNOLOGY, LLC is a California corporation, and
12 has been listed on Plaintiff's paystubs. VINYL TECHNOLOGY, LLC lists a California
13 address with the California Secretary of State in Monrovia, California and employs
14 Plaintiff and the Class members in Los Angeles County, including at Defendants' offices
15 and facilities in Monrovia, California, and throughout California and conducts business
16 throughout California.

17 6. Defendant PRIORITYWORKFORCE, INC. dba PRIORITYWORKFORCE,
18 ("PRIORITYWORKFORCE") is a California corporation, and has been listed on Plaintiff's
19 paystubs. PRIORITY WORKFORCE lists a California address with the California
20 Secretary of State in Tustin, California and employs Plaintiff and Class members in Los
21 Angeles County, including at Defendant VINYL TECHNOLOGY, LLC's offices, and
22 throughout California and conducts business throughout California.

23 7. Defendant PRIORITY BUSINESS SERVICES, INC. is a California
24 corporation, and has been listed as the employer on Plaintiff's 2024 W2. PRIORITY
25 BUSINESS SERVICES, INC. lists a California address with the California Secretary of
26 State in Tustin, California and employs Plaintiff and Class members in Los Angeles
27 County, including at Defendant VINYL TECHNOLOGY, LLC's offices, and throughout
28 California and conducts business throughout California.

1 8. Additionally, under California Labor Code § 2810.3, VINYL
2 TECHNOLOGY, LLC shares with PRIORITYWORKFORCE and PRIORITY BUSINESS
3 SERVICES, INC., and any other staffing agency it uses, in civil responsibility for all
4 workers supplied to VINYL TEHCNOLOGY, LLC for their collective failure to pay all
5 earned wages. California Labor Code § 2810.3 requires that “A client employer shall
6 share with a labor contractor all civil legal responsibility and civil liability for all workers
7 supplies by that labor contractor for...the payment of wages.” A “labor contractor” (here,
8 PRIORITYWORKFORCE and PRIORITY BUSINESS SERVICES, INC.), is defined “as an
9 individual or entity that supplies, either with or without a contract, a client employer
10 with workers to perform labor within the client employer’s usual course of business.”
11 “Client employer” (here VINYL TECHNOLOGY, LLC) is defined as “a business entity,
12 regardless of its form, that obtains or is provided workers to perform labor within its
13 usual course of business from a labor contractor.” Upon information and belief,
14 Defendant VINYL TECHNOLOGY, LLC is and has been a client employer within the
15 definition of Labor Code § 2810.3 and shares with PRIORITYWORKFORCE and
16 PRIORITY BUSINESS SERVICES, INC., the labor contractors, all civil responsibility and
17 civil liability for failure to pay all wages earned by Plaintiff and the Class members.

18 9. The true names and capacities, whether individual, corporate, associate, or
19 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are
20 currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious
21 names under Code of Civil Procedure § 474. Plaintiff is informed and believes and
22 thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and
23 each of them, are legally responsible in some manner for the unlawful acts referred to
24 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names
25 and capacities of the Defendants designated herein as Does 1 through 50 when their
26 identities become known.

27 10. Plaintiff is informed and believes and thereon alleges that each Defendant
28 acted in all respects pertinent to this action as the agent of the other Defendants, that

1 Defendants carried out a joint scheme, business plan, or policy in all respects pertinent
2 hereto, and that the acts of each Defendant are legally attributable to the other
3 Defendants. Furthermore, Defendants acted in all respects as the employers or joint
4 employers of Employees. Defendants, and each of them, exercised control over the
5 wages, hours or working conditions of Employees, or suffered or permitted Employees
6 to work, or engaged, thereby creating a common law employment relationship, with
7 Employees. Therefore, Defendants, and each of them, employed or jointly employed
8 Employees.

9 JURISDICTION AND VENUE

10 11. This Court has jurisdiction over this Action pursuant to California Code of
11 Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action
12 is brought as a Class Action on behalf of similarly situated Employees of Defendants
13 pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also
14 proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.*
15 Upon information and belief, the obligations and liabilities giving rise to this lawsuit
16 occurred at least in part in Los Angeles County and Defendants maintain and operate
17 company offices and facilities in Los Angeles County, and employ Plaintiff and other
18 Class members in Los Angeles County and throughout California.

19 FACTUAL BACKGROUND

20 12. The Employees who comprise the Class, including Plaintiff, are nonexempt
21 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who
22 work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff
23 and the Class members were either not paid by Defendants for all hours worked or were not paid
24 at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work
25 off-the-clock by waiting in line to clock in at the end of meal periods, which occurred nearly every
26 shift and took several minutes. Employees also performed pre-shift work by having to ring a bell
27 and wait to be let into Defendants' facility, which occurred nearly every shift and took several
28 minutes. If no one came to open the door, Employees would have to call a co-worker to be let in.

1 Plaintiff and Employees also worked off-the-clock by answering work-related text messages and
2 phone calls.

3 13. During the course of Plaintiff and the Class members' employment with
4 Defendants, they were not paid all wages they were owed, including for all work performed and
5 for all overtime hours worked.

6 14. As a matter of uniform and unlawful Company policy, Plaintiff and the Class
7 members were required to work off the clock by: (1) ringing a bell and waiting to be let into
8 Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in line to
9 clock back in after meal periods; and (3) answering work-related text messages and phone calls,
10 and they were again not compensated for this off the clock work, in violation of the California
11 Labor Code. As a result Plaintiff and the Class members worked shifts over eight (8) hours in a
12 day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime
13 rate for all such hours, including by being required to perform work duties and tasks without pay
14 and while off-the-clock which caused overtime to begin accruing before it did in Defendants'
15 timekeeping and payroll systems. As a result, Plaintiff and the Class members worked substantial
16 overtime hours during their employment with Defendants for which they were not compensated,
17 in violation of the California Labor Code and applicable IWC Wage Orders.

18 15. As a result of the above described off the clock work, and the other wage violations
19 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all
20 wages earned and for all wages owed to them by Defendants, including when working more than
21 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
22 of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
23 hours worked for which they were not adequately and completely compensated, in addition to the
24 hours they were required to work off the clock. To the extent applicable, Defendants also failed to
25 pay Plaintiff and the Class members at an overtime rate of 1.5 times the regular rate for the first
26 eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2
27 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
28 required under the Labor Code, applicable IWC Wage Orders.

1 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
2 continuing to the present, Defendants had a consistent policy or practice of failing to pay
3 Employees for all hours worked and failing to pay minimum wage for all time worked as required
4 by California Law.

5 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees overtime compensation at premium overtime rates for all hours worked in excess of
8 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
9 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
10 sections of IWC Wage Orders.

11 18. Additionally, from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants have regularly required Employees to work shifts in excess
13 of five (5) hours without providing them with timely meal periods of not less than thirty (30)
14 minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at each
15 Employee’s effective regular rate of pay, for each meal period that Defendants deficiently
16 provided.

17 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants have consistently failed to provide Employees with timely rest breaks of not
19 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
20 Defendant pay Employees premium pay for each day on which requisite rest breaks were
21 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay.

22 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to keep accurate time and wage
24 records as required by California wage-and-hour laws.

25 21. From at least four (4) years prior to the filing of the lawsuit and continuing to the
26 present, Defendants have consistently failed to provide Employees with timely, accurate, and
27 itemized wage statements, in writing, as required by California wage and hour laws.

28 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
2 performance of their job duties for Defendants including, but not limited to, the cost of personal
3 cell phone usage, and the costs of tools and equipment, including a calculator and gloves, which
4 were necessary to perform their duties under Defendants' employ and which were used throughout
5 the course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

6 23. From at least four (4) years prior to filing this lawsuit and continuing to the present,
7 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at
8 the time of their termination of within seventy-two (72) hours of their resignation, as required by
9 California wage-and-hour laws.

10 24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
11 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2,
12 1197, 1198, 1199, and 2802, and applicable provisions of the IWC Wage Orders.

13 25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
14 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
15 enjoyed from their violations of Labor Code.

16 CLASS ALLEGATIONS

17 26. Plaintiff brings this class action on behalf of herself and all others similarly situated
18 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
19 "All individuals employed by Defendants, at any time within four (4) years of the filing of this
20 lawsuit, as non-exempt, hourly employees within the State of California.

21 27. Further, plaintiff seeks to represent the following Subclasses composed of and
22 defined as follows:

23 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
24 compensated for all hours worked for Defendants at the applicable minimum wage.

25 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
26 compensated for all hours worked for Defendants at the required rates of pay, including for all
27 hours worked in excess of eight in a day and/or forty in a week.

28 c. Subclass 3. Meal Period Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to provide timely 30-minute meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take timely 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay on hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

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

1 **A. Numerosity**

2 30. The potential members of the class as defined are so numerous that joinder of all
3 the member of the class is impracticable. While the precise number of class member has not been
4 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
5 this lawsuit, Defendants employed more than 100 individuals within the State of California.

6 31. Accounting for employee turnover during the relevant time period increases this
7 number substantially. Plaintiff alleges that Defendants' employment records will provide
8 information as to the number and location of all class members.

9 **B. Commonality**

10 32. There are questions of law and fact common to the class that predominate over any
11 questions affecting only individual class members. These common questions of law and fact
12 include:

- 13 a. Whether Defendants failed to pay Employees minimum wages;
14 b. Whether Defendants failed to pay Employees wages for all hours worked;
15 c. Whether Defendants failed to pay Employees overtime as required under Labor
16 Code § 510;
17 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
18 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
19 premium pay in lieu thereof;
20 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
21 Orders, by failing to provide Employees with requisite rest breaks or premium pay
22 in lieu thereof;
23 f. Whether Defendants violated Labor Code § 226(a);
24 g. Whether Defendants failed to keep accurate time and wage records;
25 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
26 wages and compensation due and owing at the time of termination of employment;
27 i. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
28 j. Whether Employees are entitled to equitable relief pursuant to Business and

Professions Code § 17200 *et seq.*

C. Typicality

33. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

34. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

35. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

36. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

37. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

38. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by: (1) ringing a bell and waiting to be

1 let into Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in
2 line to clock back in after meal periods; and (3) answering work-related text messages and phone
3 calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.
4 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
5 all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested,
6 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
7 policy and practice that denied accurate compensation to Plaintiff and the other members of the
8 Class as to minimum wage pay.

9 39. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
10 states:

11 The minimum wage for employees fixed by the commission is the
12 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

13 40. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
15 therefore entitled to double the minimum wage during the relevant period.

16 41. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action pursuant to California Labor Code § 1194(a) which states:

18 Notwithstanding any agreement to work for a lesser wage, any
19 employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

22 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
23 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

24 43. California Labor Code § 1194.2 also provides for the following remedies:

25 In any action under Section 1194 . . . to recover wages because of
26 the payment of a wage less than the minimum wages fixed by an
27 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

44. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

45. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

47. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

48. Defendants had a consistent policy of not paying Employees wages for all hours worked including time Employees were consistently required to work off-the-clock in excess of their eight-hour shift by (1) ringing a bell and waiting to be let into Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in line to clock back in after meal periods; and (3) answering work-related text messages and phone calls. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

49. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid

1 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
2 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
3 and overtime compensation earned by Employees. Each such failure to make a timely payment of
4 compensation to Employees constitutes a separate violation of California Labor Code § 204.

5 50. Employees have been damaged by these violations of California Labor Code §§
6 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

7 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
8 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
9 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
10 reasonable attorneys' fees and costs.

11 **THIRD CAUSE OF ACTION**

12 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 53. Employees regularly worked shifts greater than five (5) hours and greater than ten
17 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
18 more than five (5) hours without providing him or her with a meal period of not less than thirty
19 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
20 meal period of not less than thirty (30) minutes.

21 54. Defendants failed to provide Employees with timely meal periods as required under
22 the Labor Code. Employees were required to take meal periods after working well beyond the five
23 (5) hour shifts due to the pre-shift off-the-clock work described above.

24 55. Moreover, Defendants failed to compensate Employees for each meal period
25 inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the
26 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
27 meal period in accordance with this section, the employer shall pay the employee one hour of pay
28 at the employee's regular rate of compensation for each workday that the meal period is not

1 provided. Defendants failed to compensate the Employees in the Class for each meal period not
2 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
3 20 of the applicable IWC Wage Order.

4 56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
5 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
6 period deficiently provided, a sum to be proven at trial.

7 **FOURTH CAUSE OF ACTION**
8 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**
9 **(Against All Defendants)**

10 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
13 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
14 not less than ten (10) minutes for each consecutive four (4) hour shift.

15 59. Defendants failed to provide Employees with timely rest breaks of not less than ten
16 (10) minutes for each consecutive four (4) hour shift due to the pre-shift off-the-clock work
17 described above.

18 60. Moreover, Defendants failed to compensate Employees for each rest period
19 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
20 Orders, which provide that, if an employer fails to provide an employee a rest period in
21 accordance with this section, the employer shall pay the employee one hour of pay at the
22 employee's regular rate of compensation for each workday that the rest period is not provided.
23 Defendants failed to compensate the Employees in the Class for each rest period not provided or
24 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
25 Order.

26 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
27 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
28 worked without the required rest breaks, a sum to be proven at trial.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

63. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

64. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages and overtime, and reflected incorrect hours worked due to the failure to compensate off-the-clock work all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were thus confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
5 **AND 1174.5**

6 **(Against All Defendants)**

7 67. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set
8 forth in full herein.

9 68. California Labor Code § 1174 requires that all employers shall keep accurate time
10 and wage records for all employees. California Labor Code § 1174.5 further requires that any
11 employee suffering injury due to a willful violation of the aforementioned obligations may seek
12 damages, including civil penalties, from the employer.

13 69. During the course of Plaintiff's and Employees' employment, Defendants
14 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
15 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages
16 and overtime as discussed above.

17 70. Accordingly, Defendants are liable for civil penalties pursuant to the California
18 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
21 **IN VIOLATION OF LABOR CODE § 2802**

22 **(Against All Defendants)**

23 71. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set
24 forth in full herein.

25 72. Under Labor Code § 2802(a) an employer must indemnify its employees for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of his or her duties, or of his or her obedience to the directions of the employer.

28 73. Employees incurred necessary expenditures in the performance of their job duties

1 for Defendants, namely the cost of personal cell phone usage, and the cost of tools and equipment,
2 including gloves and a calculator, which were necessary to perform their duties under Defendants'
3 employ. From four (4) years prior to the original filing of this lawsuit and continuing to the
4 present, Defendants consistently failed to reimburse Employees for these necessarily incurred
5 business expenses.

6 74. As a result of the unlawful acts of Defendants, Employees have been deprived of
7 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
8 plus interest and penalties thereon, attorneys' fees, and costs.

9 **EIGHTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 203**
11 **(Against All Defendants)**

12 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 76. Numerous Employees are no longer employed by Defendants; they either quit
15 Defendants' employ or were fired therefrom.

16 77. Defendants failed to pay these Employees all wages due and certain at the time of
17 termination or within seventy-two (72) hours of resignation. For example, Plaintiff was terminated
18 and was not paid wages due at the time of her termination. Plaintiff received payment days later
19 and was not paid waiting time penalties. Plaintiff's final wages paid also failed to include wages
20 for the off-the-clock work discussed above.

21 78. The wages withheld from these Employees by Defendants remained due and owing
22 for more than thirty (30) days from the date of separation of employment.

23 79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
24 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
25 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
26 to thirty (30) days from the date they were due.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

4 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set
5 forth in full herein.

6 81. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
7 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
8 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
9 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of Code of Civil Procedure § 1021.5.

11 82. Plaintiff is a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 83. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices.

16 84. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime are fundamental public policies of California. Labor Code § 90.5(a)
18 articulates the public policies of this State vigorously to enforce minimum labor standards, to
19 ensure that employees are not required or permitted to work under substandard and unlawful
20 conditions, and to protect law-abiding employers and their employees from competitors who lower
21 costs to themselves by failing to comply with minimum labor standards.

22 85. Defendants have violated statutes and public policies. Through the conduct alleged
23 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
24 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
25 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
26 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
27 guaranteed to all employees under the law.

28 86. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in

violation of the Business & Professions Code § 17200 *et seq.*

87. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

88. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

89. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees

1 for each day requisite rest breaks were deficiently provided where no premium pay was paid
2 therefor from at least four (4) years prior to the filing of this action, as may be proven;

3 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

4 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
5 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

6 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

7 10. For restitution for unfair competition pursuant to Business & Professions Code
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

9 11. For compensatory damages in the amount of all previously unreimbursed business
10 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
11 from four (4) years prior to the original filing of this action, as may be proven;

12 12. For an order enjoining Defendants and their agents, servants, and employees, and
13 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
14 duties adumbrated in this Complaint;

15 13. For all general, special, and incidental damages as may be proven;

16 14. For an award of pre-judgment and post-judgment interest;

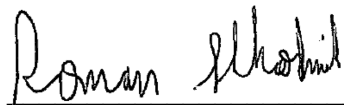
17 15. For an award providing for the payment of the costs of this suit;

18 16. For an award of attorneys' fees; and

19 17. For such other and further relief as this Court may deem proper and just.

20
21 DATED: May 28, 2025

D.LAW, INC.

22
23 By 

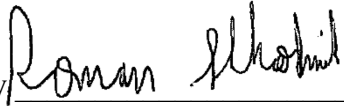
24 David Yermian
25 Roman Shkodnik
26 Emma Geesaman
27 Attorneys for Plaintiff
28 ROSA EMELDA ZOMETA
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: May 28, 2025

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
ROSA EMELDA ZOMETA
and the putative class