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Assigned for all purposes:

Judge William D. Claster

Dept. CX104

10 Attorneys for Plaintiffs ELIZABETH CASTRO and KELLIE CASTRO,
11 individually, and on behalf of the State of California,
12 and others similarly situated and aggrieved
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF ORANGE**

16 ELIZABETH CASTRO and KELLIE
17 CASTRO, individually and on behalf of the
18 State of California, and others similarly
19 situated and aggrieved
20

21 Plaintiffs,

22 v.

23 PREVION SOLUTIONS, LLC, a
24 California limited liability company;
25 PREVION HEALTH, LLC, a California
26 limited liability company; PREVION
27 COMMUNICATIONS LLC, a California
28 limited liability company; and DOES 1-
100, inclusive,

Defendants.

Case No.: 30-2023-01323703-CU-OE-CXC

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

1
2
3 Plaintiffs, ELIZABETH CASTRO and KELLIE CASTRO (“PLAINTIFFS”), as individuals
4 on behalf of the State of California, and all other Aggrieved Employees (as defined below), hereby
5 file this Complaint against Defendants PREVION SOLUTIONS, LLC, a California limited liability
6 company; PREVION HEALTH, LLC, a California limited liability company; PREVION
7 COMMUNICATIONS LLC, a California limited liability company; and DOES 1-100, inclusive,
8 (collectively referred to herein as “DEFENDANTS”). PLAINTIFFS are informed and believe and
9 thereon allege as follows:

10 **INTRODUCTION**

11 1. This is a representative action filed by PLAINTIFFS on behalf of PLAINTIFFS, and
12 all Aggrieved Employees and the State of California against DEFENDANTS, pursuant to
13 California’s Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover
14 civil penalties (75% payable to the Labor and Workforce Development Agency and 25% payable to
15 Aggrieved Employees) for DEFENDANTS’ violations of the California Labor Code as alleged
16 below.

17 **JURISDICTION AND VENUE**

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

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

26 **THE PARTIES**

27 4. PLAINTIFFS are, and at all relevant times, were individuals domiciled in the State
28 of California and citizens of the State of California. PLAINTIFFS were employed by

1 DEFENDANTS in the State of California as non-exempt employees, from on or about December
2 21, 2020 through on or about July 22, 2022.

3 5. PLAINTIFFS worked for DEFENDANTS as material handlers and/or fulfillment
4 leads and/or similar title(s) from on or around December 21, 2020, through on or around July 22,
5 2022. PLAINTIFFS worked for DEFENDANTS out of DEFENDANTS' facility located in Yorba
6 Linda, California.

7 6. DEFENDANTS are each a California limited liability company that, at all relevant
8 times, were authorized to do business within the State of California and are doing business in the
9 State of California.

10 7. DEFENDANTS own, operate and/or otherwise manage a healthcare business that
11 manufactures and/or provides, including but not limited to, preventive health test kitting, kit
12 logistics, and healthcare communications. DEFENDANTS own, operate and/or otherwise manage
13 facilities and/or locations in California, including but not limited to, the facility in Yorba Linda,
14 California, where DEFENDANTS regularly assigned PLAINTIFFS to work during the relevant
15 period.

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

22 9. PLAINTIFFS are further informed and believe that, at all relevant times, each
23 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
24 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
25 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
26 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
27 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
28 complaint. PLAINTIFFS are further informed and believe and thereon allege that each Defendant

1 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
2 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
3 controlled, aided and abetted the conduct of all other Defendants.

4 **JOINT LIABILITY**

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

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

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

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

20 14. Upon information and belief, PLAINTIFFS allege that DEFENDANTS created a
21 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
22 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
23 working conditions that were distributed to, and/or applied to PLAINTIFFS and Aggrieved
24 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
25 PLAINTIFFS and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
26 represented to PLAINTIFFS and other Aggrieved Employees that each was an "at-will" employee
27 of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate
28 PLAINTIFFS' and other Aggrieved Employees' employment with or without cause. Upon

1 information and belief, DEFENDANTS further collectively represented to PLAINTIFFS and
2 Aggrieved Employees in writing the details of their compensation, and the manner in which they
3 were to take meal and rest periods, the procedures required by DEFENDANTS collectively for
4 recordation of hours worked and the policies applicable to PLAINTIFFS and Aggrieved Employees
5 by which DEFENDANTS collectively would evaluate their wage rates.

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

11 16. PLAINTIFFS are informed and believe that DEFENDANTS exercised the same
12 control over, applied the same policies and practices, and engaged in the same acts and omissions
13 with regard to the other Aggrieved Employees.

14 17. PLAINTIFFS are informed and believe and hereon allege that DEEFENDANTS
15 must be classified as joint employers of PLAINTIFFS for purposes of liability for civil penalties
16 under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFFS to
17 perform services from which they benefited, and furthermore that the aforementioned entities had
18 the right to exercise control over the wages, hours and/or working conditions of PLAINTIFFS at all
19 relevant times herein, so as to be considered the joint employers of PLAINTIFFS.

20 18. 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 19. PLAINTIFFS bring this action under the PAGA, as a representative action on behalf
25 of PLAINTIFFS, the State of California and all Aggrieved Employees, regarding violations of the
26 California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved
27 Employees" include:

28 All current and former non-exempt employees that worked either

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

5 20. PLAINTIFFS are each an “aggrieved employee,” as that term is defined under Labor
6 Code section 2699(c), as PLAINTIFFS were employed by DEFENDANTS during the applicable
7 statutory limitations period and suffered one or more of the Labor Code violations set forth herein.
8 Accordingly, PLAINTIFFS seek to recover on behalf of the State of California, and all Aggrieved
9 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
10 PLAINTIFFS have standing to bring a PAGA cause of action on behalf of the State and all
11 Aggrieved Employees, as PLAINTIFFS were jointly employed by DEFENDANTS and is thereby
12 affected by one or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.*
13 (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known
14 violations committed by the employer – regardless of whether Plaintiff experienced all violations
15 personally. *Id.* at 760-761.

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

17 21. On December 23, 2022, PLAINTIFFS, through counsel, gave written notice by
18 online filing with the California Labor and Workforce Development Agency (“LWDA”) informing
19 the LWDA and the Division of Occupational Safety and Health that DEFENDANTS failed to
20 comply with California’s labor laws with regard to the allegations alleged in this Complaint (“PAGA
21 Notice”).

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

25 23. The LWDA and/or Division of Occupational Safety and Health did not provide
26 notice of its intention to investigate DEFENDANTS’ violations after expiration of the statutorily-
27 mandated waiting-time period(s), or at any time. To the extent any of the alleged violations were
28 curable, DEFENDANTS failed to cure within the time allotted by PAGA. Accordingly, PLAINTIFF

1 has exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently,
2 PLAINTIFF's right to file the instant lawsuit against DEFENDANTS has duly accrued.

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

6 **FACTUAL ALLEGATIONS**

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

11 26. PLAINTIFFS worked for DEFENDANTS as material handlers and/or fulfillment
12 leads and/or similar title(s) from on or around December 21, 2020 through on or around July 22,
13 2022, when DEFENDANTS terminated PLAINTIFFS' employment. PLAINTIFFS worked for
14 DEFENDANTS out of DEFENDANTS' facility located in Yorba Linda, California. PLAINTIFFS
15 regularly worked at least eight (8) hours per day, at least (5) days per week.

16 27. At all relevant times, PLAINTIFFS were non-exempt employees that were paid on
17 an hourly basis for time counted by DEFENDANTS as hours worked.

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

25 29. Based on information and belief, DEFENDANTS implemented a policy and/or
26 practice of rounding meal period start and end times and/or automatically deducting at least thirty
27 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
28 PLAINTIFFS and Aggrieved Employees were subject to DEFENDANTS' control during purported

1 meal periods and/or were otherwise not afforded lawful meal periods, depriving PLAINTIFFS and
2 Aggrieved Employees of all wages owed. For example, as explained below, PLAINTIFFS were
3 consistently forced to work through part or all of their owed meal periods on most if not all days
4 they worked for DEFENDANTS due to the nature of their work, lack of relief workers and/or the
5 need to assist co-workers and/or complete other work tasks. On information and belief, other
6 Aggrieved Employees were also forced to work during unpaid meal periods due to lack of relief
7 workers, the nature and constraints of their job duties and/or the need to fill orders, meet production
8 deadlines and/or complete other work tasks, resulting in consistent off-the-clock work and the
9 underpayment of minimum wages owed to and Aggrieved Employees.

10 30. Based on information and belief, Aggrieved Employees were not paid for all hours
11 worked due to DEFENDANTS' policy and/or practice of rounding time entries or paying according
12 to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work
13 policies and/or practices.

14 31. For example, based on information and belief, Aggrieved Employees were required
15 to complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or
16 messages they received to their personal phones and were required to respond to, including but not
17 limited to, communications from supervisors and/or other and Aggrieved Employees regarding
18 scheduling and/or other work tasks, resulting in the underpayment of wages owed to PLAINTIFFS
19 and Aggrieved Employees. For example, PLAINTIFFS estimate they received work-related phone
20 calls and/or messages to their personal cell phones from their supervisors and/or other Aggrieved
21 Employees outside of their scheduled shift times at least several times per week. This time
22 PLAINTIFFS were required to spend responding to work-related phone calls and/or messages
23 outside of their scheduled shift times was not compensated, resulting in the underpayment of wages
24 owed to PLAINTIFFS.

25 32. Based on information and belief, Aggrieved Employees were required to complete
26 additional pre-shift and/or post-shift off-the-clock work that was neither recorded nor compensated.
27 For example, based on information and belief, prior to beginning a scheduled shift, PLAINTIFFS
28 and Aggrieved Employees were required to start and/or boot DEFENDANTS' computer system so

1 as to have the system running at the start of the scheduled shift. It was only after this daily off-the-
2 clock boot/start-up time that PLAINTIFFS and Aggrieved Employees could then access the
3 software application required to clock in for the start of their shifts. As such, Aggrieved Employees
4 oftentimes spent at least five (5) minutes before each scheduled shift starting and/or booting
5 DEFENDANTS' computer system in order to clock in and begin their shifts. This pre-shift work
6 was off-the-clock and uncompensated resulting in unpaid minimum and overtime wages. Based on
7 information and belief, PLAINTIFFS and Aggrieved Employees experienced the same issues when
8 clocking back in for meal periods, resulting in additional off-the-clock work. This time spent under
9 DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum
10 wages.

11 33. Based on information and belief, at times, and Aggrieved Employees were required
12 to stand in line behind other employees to access DEFENDANTS' computer/electronic time-
13 keeping system and/or were required to undergo security screenings and/or had to spend time
14 reinitiating DEFENDANTS' time-keeping system/program before they could clock in for the start
15 of their shifts. This off-the-clock pre-shift work, including but not limited to, time spent waiting for
16 other employees to clock in for their shifts, undergoing security screenings and/or
17 booting/rebooting/reinitiating the time-keeping mechanism/program, was not compensated,
18 resulting in the underpayment of minimum and overtime wages owed to PLAINTIFFS and
19 Aggrieved Employees.

20 34. Based on information and belief, DEFENDANTS did not compensate and
21 Aggrieved Employees for time spent donning and doffing personal protective equipment, safety
22 equipment and/or uniforms (e.g., gloves, safety goggles/glasses and/or face masks) during meal
23 periods, before the start of a scheduled shift, and after completing a scheduled shift, resulting in off-
24 the-clock work and the underpayment of wages owed to and Aggrieved Employees.

25 35. Based on information and belief, PLAINTIFFS and Aggrieved Employees were
26 required to complete other off-the-clock work tasks before clocking in for the start of their shifts,
27 after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in
28 the underpayment of minimum and overtime wages owed to PLAINTIFFS and Aggrieved

1 Employees.

2 36. Based on further information and belief, DEFENDANTS' electronic employee time-
3 keeping system at times malfunctioned such that and Aggrieved Employees were required to either
4 reinitiate/reboot the system prior to being able to clock in and/or were unable to clock in at all for
5 the start of their shifts and/or clock back in from meal periods, resulting in consistent off-the-clock
6 work and the underpayment of minimum and overtime wages owed to Aggrieved Employees. Based
7 on information and belief, Aggrieved Employees experienced the same issues when clocking out
8 for shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
9 recorded and not compensated and resulted in unpaid minimum wages.

10 37. Based on information and belief, DEFENDANTS failed to pay Aggrieved
11 Employees for time they were required to spend completing orientation, policy questionnaires,
12 and/or time spent completing the onboarding process including but not limited to reviewing various
13 documents and policies provided by DEFEDANTS. Based on information and belief, this work time
14 was completed off-the-clock and was not compensated.

15 38. Based on further information and belief, DEFENDANTS implemented a time-
16 rounding system that as applied systematically deprived PLAINTIFFS and Aggrieved Employees
17 of compensable time because the time-rounding system implemented by DEFENDANTS would
18 almost always, if not always, result in understating actual compensable work time.

19 39. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
20 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
21 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
22 minimum wages owed to PLAINTIFFS and Aggrieved Employees as well as unpaid overtime
23 wages for those and Aggrieved Employees who worked more than eight (8) hours in a day and/or
24 more than forty (40) hours in a week.

25 40. Based on information and belief, DEFENDANTS had actual and/or constructive
26 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
27 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
28 underpayment of minimum wages owed to PLAINTIFFS and Aggrieved Employees, in violation of

1 California's minimum and overtime wage laws.

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

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

11 43. **Meal Period Violations.** PLAINTIFFS and other Aggrieved Employees consistently
12 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
13 However, PLAINTIFFS and other Aggrieved Employees would not receive legally compliant thirty
14 (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees
15 were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often
16 being forced to take late meal periods, interrupted meal periods, and/or work through part or all their
17 meal periods due to understaffing, the nature and constraints of their job duties and/or commentary
18 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
19 completely. For example, for most, if not all shifts worked, PLAINTIFFS' first meal periods were
20 interrupted, cut short and/or worked through completely due to the nature of their work, lack of
21 relief workers and/or the need to assist co-workers and/or complete other work tasks. On information
22 and belief, other Aggrieved Employees were also consistently forced to work during unpaid meal
23 periods due to lack of relief workers, the nature and constraints of their job duties and/or the need
24 to fill orders, meet production deadlines and/or complete other work tasks.

25 44. Based on information and belief, other Aggrieved Employees were consistently
26 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
27 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
28 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and

1 expectations.

2 45. Based on information and belief, DEFENDANTS implemented policies and/or
3 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
4 during unpaid meal periods.

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

9 47. Based on information and belief, despite DEFENDANTS' failure to provide lawful
10 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
11 times of PLAINTIFFS's and other Aggrieved Employees' meal periods and/or automatically
12 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
13 periods despite having actual and/or constructive knowledge that PLAINTIFFS and other Aggrieved
14 Employees did not receive lawful meal periods.

15 48. Moreover, per DEFENDANTS' uniform policy and practice, Aggrieved Employees
16 who worked shifts of more than ten hours did not receive a second legally compliant thirty (30)
17 minute second meal period. For example, when PLAINTIFFS worked shifts lasting longer than ten
18 (10) and/or twelve (12) hours, PLAINTIFFS were not provided with any version of a second meal
19 period. For instance, at times, PLAINTIFFS worked shifts lasting at least thirteen hours without
20 being provided any version of a second meal period, and their first meal periods during those shifts
21 were typically interrupted and/or otherwise unlawful.

22 49. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFFS
23 and other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on
24 further information and belief, DEFENDANTS did not have a compliant written meal period policy,
25 nor did DEFENDANTS have any sort of compliant policy in practice. For example, DEFENDANTS
26 maintained no policy and/or provided no instruction as to when to take meal periods/the timing of
27 meal periods. Any meal periods were taken once jobs were done/tasks completed and only as time
28 permitted. As such, Class Members and Aggrieved Employees were consistently required to take

1 any first meal periods after working more than five (5) hours, if at all.

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

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

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

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

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

27 55. Based on information and belief, DEFENDANTS did not have a have a compliant
28 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in

1 practice. For example, DEFENDANTS purported to allow only two (2) rest periods per shift even
2 on shifts lasting longer than ten (10) hours, and the two (2) purported rest periods were typically, if
3 not always, non-compliant with California rest period law. Moreover, on information and belief,
4 DEFENDANTS failed to authorize and permit rest periods that were a “net” ten minutes in a suitable
5 rest area and instead, to the extent rest periods were provided at all, limited Aggrieved Employees
6 to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes
7 of leaving, in violation of California rest period law. DEFENDANTS’ failure to communicate that
8 the rest period is a net ten minutes deprived Aggrieved Employees of their rights to a full rest period,
9 as such a policy only relieves Aggrieved Employees from their workstation for ten minutes to travel
10 to and from a rest area and be back at the workstation by the end of that ten minutes.

11 56. Based on information and belief, any purported rest periods were interrupted, cut
12 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
13 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
14 completely and/or take non-compliant rest periods. For example, PLAINTIFFS were consistently
15 forced to work through their rest breaks and/or had their rest breaks interrupted and/or cut short due
16 to the nature of their work, lack of relief workers and/or the need to assist co-workers and/or
17 complete other work tasks.

18 57. Moreover, based on information and belief, DEFENDANTS failed to provide any
19 form of a third rest period on shifts lasting longer than ten hours. For example, when PLAINTIFFS
20 worked shifts lasting longer than ten (10) hours, PLAINTIFFS were not provided with any version
21 of a third rest period.

22 58. Based on information and belief, DEFENDANTS implemented policies and/or
23 practices that failed to relieve PLAINTIFFS and other Aggrieved Employees of all duties and
24 DEFENDANTS’ control during rest periods. For example, based on information and belief,
25 PLAINTIFFS and other Class Members and Aggrieved Employees were restricted to the work
26 premises and/or were required to remain tethered to work-communication devices during any rest
27 periods and as such remained under DEFENDANTS’ control and were not relieved of all duties
28 during purportedly off-duty rest periods.

1 59. Based on information and belief, Aggrieved Employees were pressured to complete
2 their work duties according to a designated schedule such that rest periods were only taken once
3 tasks were completed, and/or as time permitted.

4 60. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
5 which PLAINTIFFS and other Aggrieved Employees experienced a missed/unlawful rest period in
6 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
7 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
8 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
9 shift differential pay, multiple base rates of pay, and/or other non-discretionary compensation into
10 the regular rate of compensation for purposes of calculating the owed rest period premium.

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

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

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

1 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
2 Code section 226(a)(9). For example, as described herein, based on information and belief,
3 DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned
4 during the pay period into the overtime pay rate calculation, and as such, failed to display the proper
5 overtime rate(s) for each hour of overtime worked by PLAINTIFFS and other Aggrieved
6 Employees.

7 64. Moreover, based on information and belief, DEFENDANTS issued wage statements
8 to PLAINTIFFS and Aggrieved Employees that further violate Labor Code section 226(a), by
9 among other things, failing to list the correct name and/or address of the legal entity that is the
10 employer, in violation of Labor Code section 226(a)(8). For example, DEFENDANTS issued wage
11 statements to PLAINTIFFS that identify “Previon” as the legal name of the employer. However,
12 based on information and belief, no such entity exists. As such, DEFENDANTS issued wage
13 statements to PLAINTIFFS that fail to list the correct name and/or address of the legal entity that is
14 the employer, in violation of Labor Code section 226(a)(8).

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

17 66. As such, DEFENDANTS’ issued wage statements to Aggrieved Employees that did
18 not include all of the statutorily required information, including but not limited to, the correct name
19 and/or address of the legal entity that is the employer.

20 67. Based on further information and belief, DEFENDANTS issued wage statements to
21 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
22 wages were paid in violation of Labor Code section 226.

23 68. At times during the relevant period, DEFENDANTS failed to provide Aggrieved
24 Employees with any wage statements. Moreover, when wage statements were provided, they were
25 inaccurate as alleged herein.

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

1 70. **Failure to Produce Employment Records.** Based on information and belief,
2 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
3 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code
4 sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFFS sent a
5 written request for payroll and personnel records to DEFENDANTS. Yet, DEFENDANTS failed to
6 timely produce complete records within the time periods delineated by California labor law. Based
7 on information and belief, DEFENDANTS failed and continues to fail to timely produce complete
8 payroll and personnel records when requested by other Aggrieved Employees. Based on information
9 and belief, DEFENDANTS failed and continue to fail to timely produce complete time, pay, and
10 personnel records when requested by other Aggrieved Employees.

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

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

25 73. **Unreimbursed Business Expenses.** Based on information and belief,
26 DEFENDANTS required PLAINTIFFS and other Aggrieved Employees to incur business expenses
27 as a direct consequence of the performance of their job duties without providing reimbursement, in
28 violation of Labor Code section 2802. Based on information and belief, PLAINTIFFS and other

1 Aggrieved Employees were improperly required to provide and maintain work tools that are
2 supposed to be the responsibility of the employer.

3 74. Based on information and belief, DEFENDANTS shifted the costs of doing business
4 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
5 to, uniforms/protective equipment/safety gear and/or the use of Aggrieved Employees' personal
6 mobile phone and data usage for work-related purposes, including but not limited to, receiving and
7 responding to work related messages and/or phone calls. For example, PLAINTIFFS estimate they
8 received calls/messages to their personal cell phones/mobile devices from supervisors and/or other
9 Aggrieved Employees regarding scheduling and/or other work tasks at least several times per week
10 but were not provided any from DEFENDANTS for this business use of their personal cell
11 phones/mobile devices.

12 75. Based on information and belief, at times, Aggrieved Employees were required to
13 purchase their own tools, including but not limited to, hand tools, that Aggrieved Employees
14 required to perform the duties of their jobs, however Aggrieved Employees did not receive any
15 and/or full reimbursement from DEFENDANTS for the costs Aggrieved Employees incurred in
16 connection therewith.

17 76. Based on further information and belief, DEFENDANTS failed to provide any
18 reimbursement / full reimbursement for expenses Aggrieved Employees incurred as a result of being
19 required to at times perform work for DEFENDANTS remotely and/or from their homes, including
20 but not limited to, cost of internet service, home electricity, cost of additional memory and/or virus
21 software for home computer / home computer use, among other business expenses associated with
22 remote work as required by DEFENDANTS.

23 77. Based on further information and belief, at times, Aggrieved Employees incurred
24 expenses associated with being required to use their personal vehicles for work without receiving
25 any/full reimbursement from DEFENDANTS for the costs they incurred in connection therewith,
26 including but not limited to, costs of gas, mileage, and/or vehicle wear and tear.

27 78. Based on information and belief, DEFENDANTS regularly failed to reimburse and
28 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section

1 2802, PLAINTIFFS and Aggrieved Employees were entitled to be reimbursed for all reasonable
2 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
3 assigned by DEFENDANTS.

4 79. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
5 for all reasonable expenses associated with carrying out their duties required that Aggrieved
6 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
7 2802.

8 80. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
9 to provide proper paid sick leave to PLAINTIFFS and other Aggrieved Employees.
10 DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave
11 accrual and the sick leave rate of pay owed to PLAINTIFFS and other Aggrieved Employees by
12 failing to base the accrued sick leave hours on the correct number of hours worked (as a result of
13 the rounding/automatic deduction policies and practices for meal periods and/or shift start and end
14 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
15 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
16 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
17 compensation into the sick leave pay rate calculation.

18 81. Upon information and belief, DEFENDANTS further failed to place PLAINTIFFS
19 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
20 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
21 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
22 PLAINTIFFS and other Aggrieved Employees on their wage statements or other written statement.
23 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
24 used sick leave and the balance of paid sick leave.

25 82. Based on information and belief, throughout the relevant time period,
26 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFFS and
27 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
28 this failure, PLAINTIFFS and all Aggrieved Employees would have used their paid sick leave at

1 least prior to their respective separations, for as on several occasions thereafter, he or she would
2 have been entitled to use the banked sick leave and earn appropriate compensation.

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

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

12 85. **Failure To Provide Supplemental Paid Sick Leave.** Labor Code § 248.2 provides
13 that all employers with 26 or more employees are required to provide up to 80 hours for covered
14 employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care
15 for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS
16 violated Labor Code § 248.2 by not providing Aggrieved Employees with required 2021 COVID-
17 19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to
18 provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

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

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

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

26 (B) When employees are not engaged in the active duties of their employment and the
27 nature of the work requires standing, an adequate number of suitable seats shall be placed in
28

1 reasonable proximity to the work area and employees shall be permitted to use such seats when it
2 does not interfere with the performance of their duties.

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

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

10 90. The Aggrieved Employees worked in various positions. Based on information and
11 belief, the nature of PLAINTIFF's and Aggrieved Employees' work reasonably permitted the use
12 of seats for at least part of the time that Aggrieved Employees were working. Lastly, there were
13 periods of time when Aggrieved Employees were not engaged in active duties of their employment,
14 yet there were no suitable seats in reasonable proximity to the work area and use of seats would not
15 interfere with the performance of their duties.

16 91. **Failure to Pay Vested Vacation/Paid Time Off:** Based on information and belief,
17 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
18 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
19 failing to pay all vested, accrued paid time off to Aggrieved Employees upon separation of
20 employment, in violation of California law, including but not limited to, Labor Code section 227.3.

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

26 93. Upon separation of employment, PLAINTIFF's Aggrieved Employees' final
27 paychecks were not timely provided and/or were not timely provided with all owed vacation pay
28 and/or paid time off. Moreover, PLAINTIFF's and Aggrieved Employees' final paychecks, once

1 provided, did not include all wages owed as they were devoid of, including but not limited to, all
2 owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave
3 and/or paid time off wages at the properly accrued rates.

4 94. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

5 Unlawful Agreements/ Unlawful Financial and Criminal Background Checks.

6 95. Based on information and belief, DEFENDANTS required Aggrieved Employees to
7 agree in writing to unlawful conditions of employment including but not limited to unlawful
8 criminal and/or financial checks as a condition of obtaining and/or continuing employment in
9 violation of Labor Code section 432.5.

10 96. Based on information and belief, DEFENDANTS ordered unlawful financial credit
11 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved
12 Employees to provide ongoing written consent to the unlawful credit checks as a condition of
13 employment, in violation of California and Federal law, which results in a further violation of Labor
14 Code section 432.5.

15 97. Based on information and belief, DEFENDANTS also required Aggrieved
16 Employees to submit and/or agree to submit in writing to unlawful criminal background checks as
17 a condition of obtaining and/or holding employment in violation of the Investigative Consumer
18 Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit
19 Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*). Based on information and belief,
20 DEFENDANTS failed and continue to fail to comply with the requirements of the ICRAA and
21 FCRA when conducting background screenings for applicants, including but not limited to
22 Aggrieved Employees that were subject to a background check as a condition of employment during
23 the application phase.

24 98. Based on information and belief, DEFENDANTS required Aggrieved Employees to
25 agree in writing to a background check which failed to abide by the requirements set forth in CA
26 Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by
27 failing to provide a clear and conspicuous disclosure and/or failing to provide any disclosure at all,
28 failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for

1 the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA,
2 failing to provide a way by which the individual could request a copy of the report, failing to disclose
3 the name, address, and telephone number of the third party preparing the report, and failing to
4 properly obtain authorization or consent to such a background check, and thus was an unlawful
5 background check.

6 99. By requiring Aggrieved Employees to agree in writing to unlawful criminal and/or
7 financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code
8 section 432.5.

9 100. Based on further information and belief, DEFENDANTS also required Aggrieved
10 Employees to agree in writing to provide ongoing consent to DEFENDANTS to conduct
11 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
12 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
13 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

14 101. Based on further information and belief, DEFENDANTS knew that requiring
15 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
16 condition of obtaining and/or holding employment was unlawful.

17 102. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
18 condition of employment, DEFENDANTS violated Labor Code section 432.5.

19 Unlawful Inquires into Criminal History

20 103. Labor Code section 432.7 prohibits an employer from asking applicants about past
21 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
22 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
23 convictions on its employment application, in violation of California law.

24 104. Upon information and belief, DEFENDANTS, in violation of California law,
25 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
26 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
27 employment and/or otherwise impermissibly inquired into criminal history on its employment
28 application in violation of California law, and in violation of Labor code section 432.5.

1 105. **Failure to Provide a Safe and Healthful Workplace.** During the PAGA Period,
2 DEFENDANTS have had a policy and practice of failing, within one business day after
3 DEFENDANTS or a representative of DEFENDANTS received a notice of potential exposure to
4 COVID-19, to notify PLAINTIFFS and other Aggrieved Employees who were on the premises at
5 the same worksite as the qualifying individual within the infectious period, and the employers of
6 subcontracted employees who were on the premises at the same worksite as the qualifying individual
7 within the infectious period and the exclusive representative, if any, of the cleaning and disinfection
8 plan that the employer is implementing per the guidelines of the COVID 10 prevention program per
9 the Cal-OSHA COVID-19 Emergency Temporary Standards, among other things in violation of
10 Labor Code sections 6409.6 and/or 6432.

11 106. PLAINTIFFS are informed and believe and allege thereon that DEFENDANTS
12 engaged in these same herein described unlawful practices, which led to violations of the California
13 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
14 unlawful practices to all of its employees that it applied to PLAINTIFFS.

15 **FIRST CAUSE OF ACTION**
16 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
17 **2698, ET SEQ.**

18 **(On behalf of PLAINTIFFS, Aggrieved Employees and the State of California against all**
19 **Defendants)**

20 107. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

21 **Failure to Keep Accurate Records**

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

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

110. DEFENDANTS' failure to keep "accurate and complete" payroll records for PLAINTIFFS and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated.¹

Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432

111. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

112. Section (b) of Labor Code section 226 further requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer." Section (c) of Labor Code section 226 provides that, "an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction." An employer's failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

113. Personnel Records. In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to

¹ Labor Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Labor Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable wage orders, § 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid") (emphasis added).

1 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
2 section 432 further specifies that employers must furnish copies of all employment records bearing
3 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
4 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
5 from the date the employer receives a written request." An employer's failure to comply within this
6 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
7 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

8 114. Based on information and belief, DEFENDANTS fail to timely produce or make
9 available Aggrieved Employees' personnel records and/or payroll records when requested pursuant
10 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
11 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

12 **Meal Period Violations**

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

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

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

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

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

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

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

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

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

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

6 **Rest Period Violations**

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

21 126. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
22 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
23 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
24 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
25 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
26 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
27 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
28 the rest area). *Id.*; see also, *Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the

1 “onus is on the employer to clearly communicate the authorization and permission [to take rest
2 periods] to its employees.”).

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

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

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

17 130. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
18 period premium to PLAINTIFFS and other Aggrieved Employees for each workday in which there
19 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
20 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
21 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
22 the regular rate of compensation for purposes of determining the owed rest period premium.
23 As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and all applicable
24 IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties under Labor
25 Code §§ 558 and 2699, and all applicable Wage Orders, §20.

26 **Minimum and Overtime Wage Violations**

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

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

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

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

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

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

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

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

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

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

14 **Statutory Wage Violations**

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

26 **Refusal to Make Payment**

27 140. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
28 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated

1 and continue to violate this section by failing to pay PLAINTIFFS and Aggrieved Employees for
2 all hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
3 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
4 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
5 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
6 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

7 **Standard Conditions of Labor Violations**

8 141. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
9 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
10 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
11 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
12 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
13 minimum/overtime wages and other violations described herein result in separate violations of
14 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
15 1197.1 and 2699.

16 **Business Expense Violations**

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

23 143. Among other things, under California law, when employees must use their personal
24 cellphones for work-related purposes, the employer must reimburse them for a reasonable
25 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228

26 _____
27 ² 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 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
2 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
3 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
4 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
5 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

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

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

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

16 147. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFFS and other Aggrieved
17 Employees have suffered injury in that they were not completely reimbursed as mandated by
18 California law.

19 148. DEFENDANTS’ failure to provide PLAINTIFFS and the Aggrieved Employees
20 with full reimbursement for all reasonable expenses associated with carrying out their duties
21 required that PLAINTIFFS and the Aggrieved Employees subsidize and/or carry the burden of
22 business expenses in violation of Labor Code section 2802.

23 149. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFFS and the Aggrieved
24 Employees have suffered injury in that they were not completely reimbursed as mandated by
25 California law.

26 150. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
27 PLAINTIFFS and other Aggrieved Employees for such expenses in violation of California Labor
28 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor

1 Code § 2802 and the applicable Wage Order.

2 **Wage Statement Violations**

3 151. California law requires every employer semi-monthly or at the time of each payment
4 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
5 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
6 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
7 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
8 is paid; (7) the name of the employee and only the last four digits of his or her social security number
9 or an employee identification number other than a social security number; (8) the name and address
10 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
11 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

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

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

1 overtime worked by PLAINTIFFS and other Aggrieved Employees.

2 154. As explained above, wage statements issued by DEFENDANTS failed to list the
3 “total hours worked” by PLAINTIFFS and Aggrieved Employees (by virtue of rounded time entries,
4 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
5 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
6 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
7 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
8 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

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

19 158. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
20 caused confusion to PLAINTIFFS and caused and continues to cause confusion to other Aggrieved
21 Employees over whether they received all wages owed to them.

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

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

1 161. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFFS and
2 Aggrieved Employees with accurate, itemized wage statements.

3 162. At times during the relevant period, DEFENDANTS failed to provide Aggrieved
4 Employees with any wage statements. Moreover, when wage statements were provided, they were
5 inaccurate as alleged herein.

6 163. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and Aggrieved
7 Employees have suffered injury. The absence of accurate information on their wage statements has
8 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
9 mathematical computations to determine the amount of wages owed, and will cause difficulty and
10 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
11 submission of inaccurate information about wages and amounts deducted from wages to state and
12 federal government agencies. As a result, PLAINTIFFS and Aggrieved Employees are required to
13 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
14 and pay records than if DEFENDANT had complied with its legal obligations.

15 164. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
16 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
17 during which the statute provisions were violated. ³

18 **Seating Violations**

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

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

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

25 (B) When employees are not engaged in the active duties of their employment and the
26 nature of the work requires standing, an adequate number of suitable seats shall be placed in
27

28 ³ Labor Code § 226.3 (establishing that the civil penalty is "per employee per violation").

1 reasonable proximity to the work area and employees shall be permitted to use such seats when it
2 does not interfere with the performance of their duties.

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

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

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

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

23 **Sick Leave Violations**

24 171. DEFENDANTS violated California's paid sick leave laws including, Labor Code
25 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
26 PLAINTIFFS and other Aggrieved Employees or failed to properly accrue paid sick leave due to
27 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
28 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but

1 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
2 compensation into the sick leave pay rate calculation.

3 172. DEFENDANTS further failed to give PLAINTIFFS and other Aggrieved Employees
4 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
5 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
6 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFFS
7 and Aggrieved Employees’ intelligent exercise of their paid sick leave.

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

12 174. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
13 documenting the hours worked and paid sick days accrued and used by PLAINTIFFS and all
14 Aggrieved Employees, permitting the presumption that PLAINTIFFS and all Aggrieved Employees
15 were entitled to the maximum number of hours accruable.

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

21 176. These practices violated California’s sick leave laws, Labor Code section 245, *et seq.*

22 177. On information and belief, PLAINTIFFS allege that all of these practices were
23 experienced and continue to be experienced by other Aggrieved Employees.

24 178. Accordingly, PLAINTIFFS seeks all appropriate relief under the PAGA, the
25 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
26 seeks injunctive relief, attorney’s fees, declaratory relief, and penalties as permitted by law.

27 **Failure To Provide Supplemental Paid Sick Leave**

28 179. Labor Code § 248.2 provides that all employers with 26 or more employees are

1 required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental
2 Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related.
3 DEFENDANTS violated Labor Code § 248.2 by not providing PLAINTIFFS and other Aggrieved
4 Employees with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information
5 and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of
6 Labor Code section 248.6.

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

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

14 181. Based on information and belief, DEFENDANTS had and continue to have a
15 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
16 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
17 to Aggrieved Employees upon separation of employment, in violation of California law, including
18 but not limited to, Labor Code section 227.3.

19 **Untimely Payment of Final Wages**

20 182. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
21 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
22 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
23 employee not having a written contract for a definite period quits his or her employment, his or her
24 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
26 to his or her wages at the time of quitting."

27 183. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
28 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty

1 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
2 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
3 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
4 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

5 184. Based in information and belief, DEFENDANTS failed and continue to fail to timely
6 pay final wages to PLAINTIFFS and Aggrieved Employees upon separation of employment in
7 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFFS
8 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
9 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
10 sick leave and/or paid time off wages at the properly accrued rates.

11 185. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
12 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
13 256.

14 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

15 186. *Unlawful Agreements.* Labor Code section 432.5 provides that “no employer...shall
16 require any employee or applicant for employment to agree, in writing, to any term or condition
17 which is known by such employer...to be prohibited by law.” DEFENDANTS required and
18 continue to require PLAINTIFFS and Aggrieved Employees to agree in writing to unlawful
19 conditions of employment including but not limited to unlawful criminal and/or financial checks as
20 a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

21 187. The California Labor Code places certain procedural and substantive limits on an
22 employers’ ability to conduct employee background checks and on how employers can use the
23 information they obtain through those background checks. Labor Code section 1024.5 states that
24 employers, except for financial institutions, may order a credit check only if the individual works
25 (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions,
26 and certain government positions). Additionally, the Investigative Consumer Reporting Agencies
27 Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15
28 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee

1 background check, including but not limited to identifying an appropriate reason for the background
2 check, a separate consent form with required disclosures and certain formatting requirements,
3 additional forms such as a summary of rights, a way by which to request a copy of the report, as
4 well as proper notice of adverse actions taken, among other statutory requirements.

5 188. Based on information and belief, DEFENDANTS ordered unlawful financial credit
6 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
7 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
8 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

9 189. Based on information and belief, DEFENDANTS required Aggrieved Employees to
10 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
11 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

12 190. Based on further information and belief, DEFENDANTS required Aggrieved
13 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
14 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
15 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
16 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

17 191. Based on further information and belief, DEFENDANTS knew that requiring
18 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
19 condition of obtaining and/or holding employment was unlawful.

20 192. By requiring that Aggrieved Employees sign off on the illegal background and/or
21 financial checks, DEFENDANTS violated Labor Code section 432.5.

22 Unlawful Inquires into Criminal History

23 193. Labor Code section 432.7 prohibits an employer from asking applicants about past
24 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
25 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
26 convictions on its employment application, in violation of California law.

27 194. Upon information and belief, DEFENDANTS, in violation of California law,
28 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act

1 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
2 employment and/or otherwise impermissibly inquired into criminal history on its employment
3 application in violation of California law.

4 195. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
5 Code section 432.7. By asking about convictions at the application phase or prior to extending an
6 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
7 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
8 disclose arrests and/or convictions as a condition of employment.

9 **Failure to Provide a Safe and Healthful Workplace.**

10 196. Pursuant to California Labor Code sections 6400-6404 and 6406-6407 of the
11 California Occupational Safety and Health Act (“Cal OSHA”), employers must maintain a safe and
12 healthful place of employment. Specifically, Labor Code section 6400, requires the following:

13 197. (a) Every employer shall furnish employment and a place of employment that is safe
14 and healthful for the employees therein...

15 198. Labor Code section 6401 provides as follows:

16 199. Every employer shall furnish and use safety devices and safeguards, and shall adopt
17 and use practices, means, methods, operations, and processes which are reasonably adequate to
18 render such employment and place of employment safe and healthful. Every employer shall do every
19 other thing reasonably necessary to protect the life, safety, and health of employees.

20 200. Labor Code section 6402 prohibits the following:

21 201. No employer shall require, or permit any employee to go or be in any employment
22 or place of employment which is not safe and healthful.

23 202. Similarly, Labor Code section 6404 provides as follows:

24 203. No employer shall occupy or maintain any place of employment that is not safe and
25 healthful.

26 204. In addition to the above, Labor Code section 6403 requires that employees provide
27 safety devices to its employees. Labor Code section 6403 states:

28 205. No employer shall fail or neglect to do any of the following:

1 206. (a) To provide and use safety devices and safeguards reasonably adequate to render
2 the employment and place of employment safe.

3 207. (b) To adopt and use methods and processes reasonably adequate to render the
4 employment and place of employment safe.

5 208. (c) To do every other thing reasonably necessary to protect the life, safety, and health
6 of employees.

7 209. Similarly, Labor Code section 6406(d) states the following:

8 210. No person shall do any of the following ... (d) Fail or neglect to do every other thing
9 reasonably necessary to protect the life, safety, and health of employees.

10 211. Finally, Labor Code section 6407 provides:

11 212. Every employer and every employee shall comply with occupational safety and
12 health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations,
13 and orders pursuant to this division which are applicable to his own actions and conduct.

14 213. Moreover, Labor Code section 6409.6 sets forth the actions an employer (or
15 representative of employer) must take within one business day of receiving notice of potential
16 exposure to COVID-19, including but not limited to employee-notice and reporting requirements.

17 214. At all relevant times, DEFENDANTS employed PLAINTIFFS and Aggrieved
18 Employees subject to Labor Code sections 6400-6404, 6406, and 6407. At all relevant times,
19 DEFENDANTS had and have a policy and practice of failing to furnish and use safety devices and
20 safeguards and of failing to adopt and use practices, means, methods, operations, and/or processes
21 which are reasonably adequate to render such employment and place of employment safe and
22 healthful, pursuant to, including but not limited to, Labor Code section 6401. At all relevant times
23 DEFENDANTS had and have a policy and practice of requiring or permitting employees to go or
24 be in in any employment or place of employment which is not safe and healthful, pursuant to Labor
25 Code section 6402. At all relevant times, DEFENDANTS had and have a policy and practice of
26 failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render
27 the employment and place of employment safe; adopt and use methods and processes reasonably
28 adequate to render the employment and place of employment safe; and do every other thing

1 reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code
2 section 6403.

3 215. PLAINTIFFS are informed and believe and thereon allege that these failures include,
4 without limitation, failing to disinfect time clocks and other surfaces after use by PLAINTIFFS
5 and/or other Aggrieved Employees; failing to provide adequate protection equipment (e.g., face
6 masks) to PLAINTIFFS, other Aggrieved Employees; and failing to provide adequate distance in
7 working conditions between PLAINTIFFS and/or other Aggrieved Employees.

8 216. At all relevant times, DEFENDANTS had a policy and practice of failing to give
9 sufficient, adequate and proper notice to PLAINTIFFS and/or other Aggrieved Employees of the
10 COVID-19 exposure within one business day of receiving notice of potential COVID-19 workplace
11 exposure from a qualifying individual as required by Labor Code section 6409.6. PLAINTIFFS are
12 informed and believe that numerous employees contracted COVID-19 during the relevant time
13 periods, but that DEFENDANTS failed to provide notice to employees. Based on further
14 information and belief, DEFENDANTS do not or did not keep adequate records of written
15 notifications required in subdivision (a) for a period of at least three years.

16 217. At all relevant times, DEFENDANTS had and have a policy and practice of failing
17 within one business day after DEFENDANTS or a representative of DEFENDANTS received notice
18 of potential exposure to COVID-19 to provide written notice to PLAINTIFFS, other Aggrieved
19 Employees and/or their exclusive representatives, who were on the premises at the same worksite
20 as a qualifying individual who was within the infectious period that they may have been exposed to
21 COVID-19. Based on further information and belief, DEFENDANTS had and have a policy and
22 practice of failing within one business day after DEFENDANTS or a representative of EMLOYER
23 received a notice of potential exposure to COVID-19 to provide PLAINTIFFS and other Aggrieved
24 Employees who were on the premises at the same worksite as the qualifying individual within the
25 infectious period and the exclusive representative, if any, with information regarding COVID-19-
26 related benefits to which the employee may be entitled under applicable federal, state or local laws,
27 including but not limited to, workers' compensation, and options for exposed employees, including
28 COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or

1 negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the
2 employee. As such, DEFENDANTS violated, without limitation, Labor Code sections 6409.6 and
3 6432.

4 218. At all relevant times, DEFENDANTS had and have a policy and practice of failing
5 within one business day after DEFENDANTS or a representative of DEFENDANTS received a
6 notice of potential exposure to COVID-19 to notify PLAINTIFFS and other Aggrieved Employees
7 who were on the premises at the same worksite as the qualifying individual within the infectious
8 period, and the employers of the subcontracted employees who were on the premises at the same
9 worksite as the qualifying individual within the infectious period and the exclusive representative,
10 if any, of the cleaning and disinfection plan that the employer is implementing per the guidelines of
11 the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per
12 the CAL-OSHA COVID-19 Emergency Temporary Standards. As such, DEFENDANTS violated,
13 without limitation, Labor Code sections 6409.6 and 6432.

14 219. At all relevant times, DEFENDANTS had and have a policy and practice of failing
15 to notify the local public health agency in the jurisdiction of the worksite of the names, number,
16 occupation and worksite of employees who had a laboratory-confirmed case of COVID-19, as
17 defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed
18 health care provider; a COVID-19 related order to isolate provided by a public health official; or
19 died due to COVID-19, in the determination of a county public health department or per inclusion
20 in the COVID-19 statistics of a county. As such, DEFENDANTS violated, without limitation,
21 Labor Code sections 6409.6 and 6432.

22 220. PLAINTIFFS are informed and believe, and based thereon allege that
23 DEFENDANTS violated California Code of Regulations, title 8, sections 1527, 3366, 3457, and
24 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule
25 for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and
26 serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or
27 blowers; and a sufficient number of toilets to be used by each of sex of employee.

28 221. PLAINTIFFS are informed and believe and based thereon allege that

1 DEFENDANTS violated the Labor Code sections described herein, including without limitation,
2 for failure to: furnish and use safety devices and safeguards; give sufficient, adequate and proper
3 notice to employees of COVID-19 exposures, to provide written notice to PLAINTIFFS and/or other
4 Aggrieved Employees, who were on the premises at the same worksite as a qualifying individual
5 who was within the infectious period that they may have been exposed to COVID-19 pursuant to
6 California and local laws.

7 222. Based on information and belief, DEFENDANTS failed to protect Aggrieved
8 Employees from exposure to COVID-19 due to, including but not limited to, failing to
9 maintain/update DEFENDANTS' workplace safety plans and/or procedures to properly address
10 hazards related to the COVID-19 virus.

11 223. As such, DEFENDANTS failed to comply with the occupational safety and health
12 standards, failed to do everything reasonably necessary to protect the health and safety of
13 employees, failed to maintain a safe and healthful workplace, and failed to provide the safety devices
14 necessary to maintain a safe and healthful workplace.

15 224. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor
16 Code section 6400-6404, 6406-6407, and 6409.6 as to PLAINTIFFS and Aggrieved Employees and
17 is subject to civil penalties.

18 225. Under the provisions of PAGA and the above mentioned Labor Code sections,
19 including but not limited to Labor Code sections 201-203, 210, 216, 221-223, 225.5, 226, 226.7,
20 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
21 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 6400-6404, 6406-6407, 6409.6, 6432 and all applicable
22 Wage Orders as well as all interpretations of these laws by California Courts and administrative
23 bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for
24 the following penalties:

- 25 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
26 relevant California Labor Code provisions listed herein only if permitted by the
27 PAGA statute, pursuant to Labor Code section 2699(a); and
28 b. Default PAGA penalties for any violation of the enumerated list of Labor Code

1 violations without a civil penalty recoverable under the PAGA, all in the default
2 amounts provided by Labor Code section 2699(f).

3 c. The proper measure of penalties under PAGA is the number of violations,
4 whether those violations were committed as against PLAINTIFFS or any
5 Aggrieved Employee, whether a party to this action or not.

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

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PRAYER FOR RELIEF

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

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Dated: May 4, 2023

CROSNER LEGAL, PC

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By: _____



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Jamie Serb, Esq.
Attorneys for Plaintiff
ELIZABETH CASTRO and
KELLIE CASTRO