

BIBIYAN LAW GROUP, P.C.
Molly Ann DeSario (Cal. Bar No. 230763)
mdesario@tomorrowlaw.com
Calyn V. Hadlock (Cal Bar No. 352401)
calyn@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 1/9/2026 6:01 PM
Reviewed By: A. Floresca
Case #25CV471524
Envelope: 22224266**

Attorneys for Plaintiff, JOSHUA SIRATT and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JOSHUA SIRATT, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL DUST COLLECTOR MFG. &
SUPPLY CORP., a California stock
corporation doing business as UDC
CORPORATION; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CV471524

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
and
10. UNFAIR COMPETITION;
11. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT
OF (2004) FOR VIOLATIONS OF
LABOR CODE SECTIONS 210,
226.3, 558, 1174.5, 1197.1, AND
2699, et seq.

DEMAND FOR JURY TRIAL
[Amount in Controversy Exceeds \$35,000.00]

Plaintiff JOSHUA SIRATT, on behalf of Plaintiff and all others similarly situated, alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against UNIVERSAL DUST COLLECTOR MFG. & SUPPLY CORP. doing business as UDC CORPORATION, and any of its respective subsidiaries or affiliated companies within the State of California (“UDC CORPORATION” and collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Defendants, and any of its respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, and Government Code section 12952, as well as applicable Wage Orders. Plaintiff seeks to represent all employees of Universal Dust Collector MFG & Supply Corp. dba UDC Corporation, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants”) working within three years preceding the date of filing Notice with the LWDA and continuing past the LWDA Notice filing date into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees” herein.

///

1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff JOSHUA SIRATT is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, contacting
6 customers and giving tasks to helpers. Plaintiff is informed and believes, and based thereon alleges,
7 that Plaintiff JOSHUA SIRATT worked for Defendants from approximately June of 2015 through
8 approximately August of 2024.

9 **B. Defendants**

10 4. Plaintiff is informed and believes and based thereon alleges that defendant UDC
11 CORPORATION is, and at all times relevant hereto was, a stock corporation organized and existing
12 under and by virtue of the laws of the State of California and doing business in the County of Santa
13 Clara, State of California.

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

27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

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

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

26 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
27 Defendants (and vice versa), and the fiction of their separate corporate existence must
28

1 be disregarded;

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

4 **JURISDICTION**

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

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

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

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

27 16. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
28

201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, Government Code § 12952, as well as applicable Wage Orders.

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

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

19. Plaintiff also provided Defendants, and each of them, with notice under Labor Code section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and hour violations under Labor Code section 2810.3 on July 25, 2025, by certified mail with return receipt requested (the "PAGA Notice").

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

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

22. In the event that Defendant, or any of them, is/are determined to have, prior to Plaintiff's PAGA Notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice, said defendant(s) is/are still liable for civil

1 penalties pursuant to section 2699(g)(1)-(3).

2 23. In the event that Defendant, is/are deemed to have adequately taken all reasonable steps
3 to be in compliance with all provisions identified in Plaintiff's PAGA Notice within sixty (60) days
4 of receiving Plaintiff's PAGA Notice, said defendant(s) is/are still liable for civil penalties pursuant
5 to Labor Code section 2699(h)(1)-(3).

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

20 25. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
21 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
22 calendar days of the August 8, 2025 postmarked date of Plaintiff's PAGA Notice.

23 **FACTUAL BACKGROUND**

24 1. For at least four (4) years prior to the filing of this action and continuing to the present,
25 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
26 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
27 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
28

1 consecutive work days in a work week without being properly compensated for hours worked in
2 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
3 worked on the seventh consecutive work day in a work week by, among other things, failing to
4 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
5 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
6 requiring Plaintiff and Class Members: to clock out for meal periods and continue working; to make
7 phone calls off the clock; detrimental rounding of employee time entries; and editing and/or
8 manipulation of time entries to show less hours than actually worked to the detriment of Plaintiff and
9 Class Members.

10 2. For at least four (4) years prior to the filing of this Action and continuing to the present,
11 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
12 them, in violation of California state wage and hour laws as a result of, among other things, at times,
13 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
14 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
15 including, without limitation, by requiring Plaintiff and Class Members: to clock out for meal periods
16 and continue working; to make phone calls off the clock; detrimental rounding of employee time
17 entries; and editing and/or manipulation of time entries to show less hours than actually worked to the
18 detriment of Plaintiff and Class Members.

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

25 4. For at least four (4) years prior to the filing of this action and continuing to the present,
26 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of
27 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
28

1 thereof and failed to provide compensation for such unprovided rest periods as required by California
2 wage and hour laws.

3 5. For at least three (3) years prior to the filing of this action and continuing to the present,
4 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
5 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
6 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
7 premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

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

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

27 10. For at least four (4) years prior to the filing of this action and continuing to the present,
28

1 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated
2 employees or former employees within the State of California with the rights provided to them under
3 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

4 11. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
5 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
6 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
7 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
8 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
9 penalties, requiring an agreement in writing to terms and/or conditions which Defendants know is
10 prohibited by law; failure to indemnify work-related expenses, failing to pay vested vacation time at
11 the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and
12 costs.

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

19 **CLASS ACTION ALLEGATIONS**

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

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

28

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

4 **A. Numerosity**

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

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

13 **B. Commonality**

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

- 16 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
17 worked at a proper overtime rate of pay?
- 18 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
19 all other time worked at the employee's regular rate of pay and a rate of pay that is
20 greater than the applicable minimum wage?
- 21 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
22 Members to take compliant meal periods?
- 23 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
24 with additional wages for missed or interrupted meal periods?
- 25 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
26 Members to take compliant rest periods?
- 27 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
28

1 with additional wages for missed rest periods?

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

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

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

8 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
9 Code section 204?

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

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

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

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

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

20 P. Are Class Members entitled to interest?

21 **C. Typicality**

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

27 **D. Adequacy of Representation**

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

E. Superiority of Class Action

21. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

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

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

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

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

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

26. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice

1 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
2 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

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

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

6 29. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
7 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
8 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
9 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

10 **SECOND CAUSE OF ACTION**

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

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

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

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

19 33. For four (4) years prior to the filing of the Complaint in this Action through the present,
20 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
21 rate of pay that is above the minimum wage: ; engaged, suffered, or permitted employees to work off
22 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to
23 work and leave late for work without being able to clock in for all that time, to suffer under
24 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
25 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
26 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company
27 meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding
28

1 of employee time entries; editing and/or manipulation of time entries to show less hours than actually
2 worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of
3 Plaintiff and Class Members.

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

7 35. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
8 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
9 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
10 reasonable attorneys' fees and costs of suit.

11 **THIRD CAUSE OF ACTION**

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

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

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

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

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

27 40. For four (4) years prior to the filing of the Complaint in this Action through the present,
28

1 Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free
2 uninterrupted meal periods every five hours of work without waiving the right to take them, as
3 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
4 Member's regular rate of compensation on the occasions that Class Members were not provided
5 compliant meal periods.

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

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

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

17 **FOURTH CAUSE OF ACTION**

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

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

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

23 46. California law and applicable Wage Orders require that employers "authorize and
24 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
25 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
26 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
27 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
28

1 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
2 minutes of paid rest period.

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

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

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

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

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

24 ///

25 ///

26 ///

27 ///

28

1 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

26 57. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
27 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
28

1 resignation, until paid, up to a maximum of thirty (30) days.

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

5 59. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

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

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

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

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

21 63. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
22 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
23 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
24 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
25 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
27 at each hourly rate; and the name and address of the legal entity that is the employer; and the name
28

1 and address of the entity securing the services of the farm labor contractor who employed Plaintiff
2 and Class Members, among other things.

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

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

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

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

22 **SEVENTH CAUSE OF ACTION**

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

24 68. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
25 incorporate each by reference as though fully set forth hereat.

26 69. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.
28

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

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

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

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

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

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

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

89. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business

1 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
2 comparable companies doing business in the State of California that comply with their obligations to
3 compensate employees in accordance with the Labor Code.

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

6 91. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
7 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
8 advantage against other California employers. Pursuant to Business and Professions Code sections
9 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
10 prohibits Defendants from further violating the Labor Code and requiring the establishment of
11 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
12 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
13 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
14 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
15 945, 954; *accord* at 957.)

16 92. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all
17 wages and other monies owed to them under the Labor Code, including interest thereon, in which
18 Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay
19 them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff
20 and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their
21 failure to comply with the Labor Code.

22 93. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
23 section 1032 and interest under Civil Code section 3287.

24 **ELEVENTH CAUSE OF ACTION**

25 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All** 26 **Defendants)**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

23
24
25
26
27
28

98. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
2 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
3 securing the employer's services if the employer is a farm labor contractor; and other such information
4 as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent
5 it does not include for piece-rate work the information required therein including, without limitation,
6 the quantity, rate and units worked per piece, as well as separately itemized non-productive time and
7 rest and recovery periods

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

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

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

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

23 Violation of Labor Code § 558

24 103. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
25 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
26 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty
27 as follows:
28

- 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

Violation of Labor Code § 1174.5

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

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

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

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

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

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

Violation of Labor Code § 1197.1

112. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other

1 person acting either individually or as an officer, agent, or employee of another person, who pays or
2 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
3 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
4 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
5 follows:

- 6 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
7 each underpaid employee for each pay period for which the employee is underpaid.
8 This amount shall be in addition to an amount sufficient to recover underpaid wages,
9 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
10 pursuant to Section 203.
- 11 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
12 (\$250) for each underpaid employee for each pay period for which the employee is
13 underpaid regardless of whether the initial violation is intentionally committed. This
14 amount shall be in addition to an amount sufficient to recover underpaid wages,
15 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
16 pursuant to Section 203.
- 17 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
18 203, recovered pursuant to this section shall be paid to the affected employee.”

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

27 114. As a direct and proximate result of the herein-described Labor Code violations,
28

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

6 Civil Penalties Under Labor Code § 2699

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

13 116. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
14 of them, violated the Labor Code sections described in the preceding paragraphs, including, without
15 limitation, the following additional provisions of the Labor Code:

16 A. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
17 have or had a policy or practice of failing to provide Employee and other Aggrieved
18 Employees with all rights afforded to them under the Healthy Workplace Healthy
19 Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without
20 limitation, the amount of paid sick leave required to be provided pursuant to California
21 and local laws. Plaintiff is further informed and believes that the sick pay was not
22 provided at the proper regular of pay as required under California law due to failure to
23 properly calculate the regular rate. Plaintiff is further informed and believes that
24 Defendants also did not permit its use upon request by Defendants and other Aggrieved
25 Employees as contemplated under California and local laws, including, without
26 limitation, under Labor Code section 233, that permits its use to attend to an illness of
27 a child, parent, spouse, or domestic partner without retaliation. Plaintiff is additionally
28

1 informed and believes that the notice requirement of Labor Code section 221, 223, 233,
2 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff
3 is thus informed and believes that Defendants violated these Labor Code sections, as
4 well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
5 have personally suffered violations under these sections and Defendants would be
6 liable for civil penalties for violation of the paid sick leave regulations under Labor
7 Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
8 and reasonable attorneys' fees and costs. Employee further informed and believes, and
9 based thereon alleges, that Defendants' conduct above gave rise to such violations was
10 malicious, fraudulent, or oppressive. Defendants would further be liable for civil
11 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 B. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
13 that Defendants failed and continue to fail to keep adequate or accurate time records
14 including wage statements and similar payroll documents under Labor Code section
15 226, documents signed to obtain or hold employment under Labor Code section 432,
16 personnel records under Labor Code section 1198.5. Plaintiff and the Aggrieved
17 Employees personally suffered these violations, which in turn would entitle Plaintiff
18 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226
19 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
20 sections 558, 1174.5, and 2699. Plaintiff further informed and believes, and based
21 thereon alleges, that Defendants' conduct above gave rise to such violations was
22 malicious, fraudulent, or oppressive. Defendants would further be liable for civil
23 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 117. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
25 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
27 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.
28

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

4 **DEMAND FOR JURY TRIAL**

5 119. Plaintiff demands a trial by jury on all causes of action contained herein.

6 **PRAYER**

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

- 9 A. An order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiff as Class representative and appointing
11 Plaintiff's counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum and overtime wages
13 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
14 1194, 1197 and 1199 and 227.3;
- 15 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 16 E. Damages for unpaid premium wages from missed meal and rest periods under,
17 among other Labor Code sections, 512, 558.1 and 226.7;
- 18 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
19 (e) and 558.1;
- 20 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 21 H. Penalties to timely pay wages under Labor Code section 210;
- 22 I. Damages under Labor Code sections 2802 and 558.1;
- 23 J. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
24 *seq.* imposed for the benefit of the public prohibiting Defendants from further
25 violating the California Labor Code and requiring the establishment of appropriate
26 and effective means to prevent future violations, thus permitting proper competition
27 by other California employers;
- 28

- 1 K. Restitution of wages and benefits due which were acquired by means of any unfair
2 business practice, according to proof;
3 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
4 M. For attorneys' fees in prosecuting this action;
5 N. For costs of suit incurred herein; and
6 O. For such other and further relief as the Court deems just and proper.
7

8 Dated: January 9, 2026

BIBIYAN LAW GROUP, P.C.

9
10 BY: /s/ Calyn V. Hadlock
11 Calyn V. Hadlock

12 Attorney for Plaintiff JOSHUA SIRATT and on
13 behalf of all others similarly situated
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

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

On January 9, 2026, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT**, to be served to the below referenced electronic e-mail address as follows:

TURNER DHILLON LLP
William M. Turner (State Bar No. 199526)
wturner@turnerdhillon.com
Asha Dhillon (State Bar No. 205461)
adhillion@turnerdhillon.com
Samer N. Aref (State Bar No. 336747)
saref@turnerdhillon.com
Amanda Ruiz
aruiz@turnerdhillon.com
707 Wilshire Boulevard, Suite 3250
Los Angeles, California 90017-5759
Telephone: (213) 373-5502
Facsimile: (213) 373-5599

Attorneys for DefendantUDC Corporation

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:**

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be sent from e-mail address dariane@tomorrowlaw.com the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on January 9, 2026, at Los Angeles, California.

/s/ Dariane Rose
Dariane Rose