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Attorneys for Plaintiff ANDREW RAMIREZ,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANDREW RAMIREZ, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

DYNCORP INTERNATIONAL LLC, a
Delaware limited liability company;
AMENTUM SERVICES, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVSB2603715

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff Andrew Ramirez (“Plaintiff”), as an Aggrieved Employee, and on behalf of all other
2 Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against DynCorp International
7 LLC, a Delaware limited liability company doing business as Amentum Services, Inc., and any of
8 its respective subsidiaries or affiliated companies within the State of California (“DynCorp”), and
9 Amentum Services, Inc., a Delaware corporation, and any of its respective subsidiaries or affiliated
10 companies within the State of California (“Amentum”) (hereinafter, collectively, DynCorp,
11 Amentum, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
12 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
13 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
14 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
15 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 232, 232.5, 233, 234, 245,
16 246, 432, 432.5, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198,
17 1198.5, 1197, 1197.1, 1197.5, 2800, 2802, 2810.5, 2699, among others, California Code of
18 Regulations, Title 8, sections 3395, Business and Professions Code sections 16600 and 16700,
19 Government Code section 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all
20 current and former employees that worked for Defendants during the PAGA Period. On all other
21 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
22 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
23 referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date
24 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

25 **PARTIES**

26 2. Plaintiff ANDREW RAMIREZ is a resident of the State of California. At all relevant
27 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 employed Plaintiff as a non-exempt employee. Plaintiff worked as an Aircraft Mechanic with duties

1 that included, but were not limited to, maintaining aircrafts, removing/reinstalling components,
2 using test equipment, and cleaning. Plaintiff is informed and believes, and based thereon alleges,
3 that Plaintiff ANDREW RAMIREZ worked for Defendants from approximately April of 2013
4 through approximately September of 2025.

5 3. Plaintiff is informed and believes and based thereon alleges that defendant DynCorp
6 is, and at all times relevant hereto was, a limited liability company organized and existing under and
7 by virtue of the laws of the State of Delaware and doing business in the County of San Bernardino,
8 State of California. At all relevant times herein, DynCorp employed Plaintiff and Aggrieved
9 Employees within the State of California.

10 4. Plaintiff is informed and believes and based thereon alleges that defendant Amentum
11 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
12 the laws of the State of Delaware and doing business in the County of San Bernardino, State of
13 California. At all relevant times herein, Amentum employed Plaintiff and Aggrieved Employees
14 within the State of California.

15 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
16 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
17 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
18 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
19 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
20 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
21 the defendants designated hereinafter as DOES when such identities become known.

22 **JOINT LIABILITY ALLEGATIONS**

23 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
24 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
25 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
26 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
27 to "Defendants," it shall include DynCorp, Amentum, and any of their parent, subsidiary, or
28 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

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

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

JURISDICTION

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

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

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1 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

2 19. In the event that Defendants, or either of them, is/are determined to have, prior to
3 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
4 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
5 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
6 section 2699(g)(1)-(3).

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

11 21. In the event, the LWDA and/or a court issued a finding or determination to the
12 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
13 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
14 any of them, would be subject to heightened penalties pursuant to Labor Code sections
15 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
16 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
17 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
18 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
19 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
20 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
21 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

22 **FACTUAL ALLEGATIONS**

23 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
24 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
25 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
26 Employees were not receiving all wages owed for work that was required to be performed.

27 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more

1 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
2 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
3 wages.

4 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
5 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
6 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
7 including, without limitation, by requiring Plaintiff and Aggrieved Employees to clock out for meal
8 periods and continue working, and to don and doff uniforms and/or safety equipment off the clock,
9 before and after shifts, which took approximately 5 to 15 minutes each time. Moreover, Plaintiff,
10 and upon information and belief, Aggrieved Employees, were required to work during their meal
11 periods by answering work related questions and were not compensated for this time.

12 25.

13 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
15 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
16 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
17 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
18 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
19 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
20 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
21 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
22 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
25 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
26 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
27 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
28 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods

1 all together; interrupting meal periods; not providing timely meal periods; failing to provide second
2 meal periods; and providing short meal periods, including without limitation meal periods that that
3 may appear on the record to be thirty minutes or longer but in practice were shorter than thirty
4 minutes due to walking time. By way of example, Plaintiff's meal periods were frequently
5 interrupted by management with work related questions. Plaintiff and other Aggrieved Employees
6 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
7 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
8 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
9 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under
10 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments
11 under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all
12 or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to
13 Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing
14 to authorize the taking of compliant meal periods and for failing to provide premium pay under
15 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
16 further informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to
17 such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable
18 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
21 including, without limitation, work over four-hour periods (or major fractions thereof) without
22 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
23 and complete ten-minute rest periods in which the employees are completely relieved of all of their
24 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
25 rest periods by, without limitation, failing to provide rest periods all together; failing to provide rest
26 periods that were at least ten minutes in length, and including rest periods that may have
27 encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to,
28 without limitation, walking time to get to a designated break area; interrupting rest periods; not

1 providing rest periods in a timely fashion; and not permitting employees to leave the premises. By
2 way of example, management frequently interrupted rest breaks with work related questions.
3 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
4 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated the applicable
5 Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
6 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
7 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed
8 and believes that those premium payments under Labor Code section 226.7 were not made, either,
9 for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of
10 Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant
11 to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both
12 failing to authorize the taking of compliant rest periods and for failing to provide premium pay under
13 Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
14 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
15 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are further
16 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 29. As a result of, among other things, Defendants' herein-described policy or practice
18 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
19 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
20 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
21 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
22 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
23 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
24 inclusive dates of the period for which the employee is paid; the name of the employee and only the
25 last four digits of their social security number or an employee identification number other than a
26 social security number; all deductions; all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
28 address of the employer, and other such information as required by Labor Code section 226,

1 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
2 wage statements that accurately reflect the total hours worked by Plaintiff and other Aggrieved
3 Employees and the rates of pay at which they were or should have been paid (including due to failure
4 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages and sick
5 pay accruals earned and paid at each rate, as well. Consequently, Plaintiff is informed and believes,
6 and based thereon alleges, that Defendants violated Labor Code sections 226, and 1198 each day
7 for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved
8 Employee personally suffered these violations and was owed penalties under Labor Code section
9 226 for each pay period worked during the PAGA Period. Plaintiff is informed and believes that
10 those penalties under Labor Code section 226 were not paid for these violations of Labor Code
11 section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
12 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is
13 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
14 to such violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be
15 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
17 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
18 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
19 failing to pay all overtime wages owed, including for failure to pay at overtime the proper rate of
20 pay; all minimum wages; and all premium pay owed and all paid sick leave, as set forth above,
21 among other things. Consequently, Plaintiff is informed and believes, and based thereon alleges,
22 that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for each
23 Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved Employee
24 personally suffered these violations and was owed penalties under Labor Code section 203 for each
25 pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those
26 penalties under Labor Code section 203 were not made for these violations of Labor Code sections
27 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant to Labor Code
28 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is

1 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
2 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
3 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
5 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
6 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
7 vehicles (*i.e.*, mileage and gas), and for the purchase and maintenance of cellular phones and cellular
8 phone plans, in direct consequence of the discharge of their duties, or of their obedience to the
9 directions of Defendants, as required by Labor Code sections 1198, 2800, 2802, and other statutory
10 and common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
11 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
12 Employees for these costs incurred in furtherance of work duties. Defendants would thus be liable
13 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
14 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
15 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
16 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
17 Code section 2699(f)(2)(B)(ii).

18 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
20 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
21 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
22 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
23 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
24 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
25 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
26 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
27 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
28 have personally suffered these violations. As such, Defendants would be liable for civil penalties

1 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
2 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
4 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
5 section 2699(f)(2)(B)(ii).

6 33. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
7 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
8 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
9 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
10 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
11 the sick pay was not provided at the proper regular of pay as required under California law due to
12 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
13 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
14 as contemplated under California and local laws, including, without limitation, under Labor Code
15 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
16 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
17 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
18 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
19 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
20 have personally suffered violations under these sections and Defendants would be liable for civil
21 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
22 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
23 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
24 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
25 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 maintain policies or practices of failing to permit Plaintiff and other Aggrieved Employees from
28 taking cooldown periods every day as required under California Code of Regulations, Title 8,

1 Section 3395; and premium pay in lieu thereof under Labor Code section 226.7. Specifically,
2 Defendant's management regularly discouraged Plaintiff, and upon information and belief,
3 Aggrieved Employees, from taking cooldown periods. Defendants would thus be liable for civil
4 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558,
5 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
6 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
7 and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants
8 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 35. Further, the facilities where Defendants required Aggrieved Employees to work were
11 intolerably hot, and Plaintiff and upon information and belief the Aggrieved Employees were
12 concerned that they would suffer from heat-related injuries during their work shifts. Defendants'
13 management would not permit doors to be opened for security reasons and provided only a few fans
14 which only circulated hot air. Employees were not provided with sufficiently hygienic water or
15 hydration choices and were either limited in their ability to bring their own water through security
16 screening or were required to store it in a communal refrigerator to keep it cold, where water or any
17 other food items left were often taken by other employees. By failing to maintain temperatures
18 providing reasonable comfort levels consistent with industry-wide standards for the nature and
19 process of the work performed, Defendants violated paragraph 15 of the applicable IWC Wage
20 Orders and are entitled to civil penalties as appropriate. Under Labor Code section 1198, "[t]he
21 employment of any employee for longer hours than those fixed by the order or under conditions of
22 labor prohibited by the order is unlawful." Additionally, paragraph 15 of the applicable IWC Wage
23 Orders requires the following regarding the temperatures maintained at employers' facilities within
24 California: "(A) The temperature maintained in each work area shall provide reasonable comfort
25 consistent with industry-wide standards for the nature of the process and the work performed. (B)
26 If excessive heat or humidity is created by the work process, the employer shall take all feasible
27 means to reduce such excessive heat or humidity to a degree providing reasonable comfort... (C) A
28 temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change

1 rooms during hours of use. (D) Federal and State energy guidelines shall prevail over any conflicting
2 provision of this section.” (See, e.g., Cal. Code Regs., tit. 8 § 11070(15), Cal. Code Regs., tit. 8, §
3 11090(15)). For failure to maintain temperature providing reasonable comfort constituting
4 violations of Labor Code sections 1198 and 1199 and paragraph 15 of the applicable IWC Wage
5 Orders, and Labor Code section 2699.5, and seeking penalties available and applicable under Labor
6 Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees
7 and costs pursuant to Labor Code section 2699(g)(1). Further California Labor Code section 6720
8 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an
9 indoor heat illness standard by January 1 2019. Cal/OSH’s draft standard applies its proposed
10 regulations to all indoor work areas where the temperature equals or exceeds 82° Fahrenheit when
11 employees are present. At times during the relevant time period Plaintiff and other warehouse
12 workers were subjected to excessive heat and or humidity resulting in temperatures equaling or
13 exceeding 82° F. During the relevant time period, as detailed above, Defendants violated Labor
14 Code sections 1198 and 1199 and paragraph 15 of the IWC Wage Orders by failing to provide
15 Plaintiff and other Aggrieved Employees with reasonable comfort by maintaining the indoor
16 temperature within the range of industry standards by, *inter alia*, providing adequate air
17 conditioning or heat ventilation etc. Plaintiff is informed and believes that Defendants also failed to
18 maintain the temperature in toilet rooms resting rooms and change rooms during hours of use to no
19 less than 68° F. These practices and policies resulted in Defendants’ failure to maintain temperature
20 providing reasonable comfort in violation of Labor Code sections 1198 and 1199 and paragraph 15
21 of the applicable IWC Wage Orders. Plaintiff and the Aggrieved Employees may therefore pursue
22 damages and penalties for violations of Labor Code sections 1198 and 1199 and paragraph 15 of the
23 applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage
24 Orders, in an amount to be determined at trial. More specifically, for the above addressed violations
25 of paragraph 15 of the applicable IWC Wage Orders constituting violations of Labor Code section
26 1198 and Labor Code section 2699.5, Plaintiff seeks penalties available and applicable under Labor
27 Code section 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also
28 attorneys’ fees and costs pursuant to Labor Code section 2699(g)(1).

1 36. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
2 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
3 statements and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
5 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
6 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff
7 and the Aggrieved Employees personally suffered these violations, which in turn would entitle
8 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
9 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
10 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
11 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
12 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 37. Plaintiff is further informed and believes, and based thereon alleges that Defendants
15 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
16 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
17 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
18 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
19 payday designated by Defendants; the name of the employer, including any "doing business as"
20 names used by the employer; the physical address of the employer's main office and the telephone
21 number of the employer; the name, address and telephone number of the workers' compensation
22 insurance carrier; information regarding paid sick leave; and other pertinent information required to
23 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
24 Defendants' failure to provide such information, including rates of pay that are in effect, has
25 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
26 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
27 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
28 Employees personally suffered these violations. Plaintiff is further informed and believes, and based

1 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
2 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
3 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
4 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
5 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
8 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
9 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
10 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
11 from disclosing who else works at Defendants and under what circumstances that they might be
12 receptive to an offer from a rival employer. By way of example, Defendant presented Plaintiff, and
13 upon information and belief, Aggrieved Employees, with a "Patent and Proprietary Information
14 Utilization Agreement" that prevents the disclosure of employees' compensation. As such, Plaintiff
15 is informed and believes that this violates Business and Professions Code sections 17200, 16600
16 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
17 sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Plaintiff and other Aggrieved
18 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
19 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
20 malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to
21 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 39. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
25 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
26 violations of state and federal law, either within to their managers or outside to private attorneys or
27 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
28 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and

1 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
2 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
3 violations in violation of Labor Code sections 232, 232.5 and 1198. By way of example, Defendant
4 presented Plaintiff, and upon information and belief, Aggrieved Employees, with a “Patent and
5 Proprietary Information Utilization Agreement” that prevents the disclosure of employees’
6 compensation. Plaintiff and other Aggrieved Employees personally suffered these violations of the
7 Labor Code, and as such, these violations would expose Defendants to liability for civil penalties
8 pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
9 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants’ conduct
10 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
11 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 40. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
14 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
15 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
16 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. By way of example, Defendant presented Plaintiff,
17 and upon information and belief, Aggrieved Employees, with a “Patent and Proprietary Information
18 Utilization Agreement” that prevents the disclosure of employees’ compensation. Plaintiff and other
19 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
20 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
21 Employee’s constitutional rights of freedom of speech and economic liberty and would thus expose
22 Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
23 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
24 based thereon alleges, that Defendants’ conduct above gave rise to such violations and was
25 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
26 to Labor Code section 2699(f)(2)(B)(ii).

27 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
28 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or

1 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
2 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
3 limitation, terms known to be illegal in purported arbitration agreements and purported
4 confidentiality agreements, and other written documents presented for signature and/or assent to
5 Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff and
6 Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and
7 Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that
8 Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and
9 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally
10 suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5
11 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to
12 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
13 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
14 would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or
15 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
16 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

21 **FIRST AND ONLY CAUSE OF ACTION**

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

23 43. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
24 preceding paragraphs as though fully set forth hereat.

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

26 44. At all relevant times herein, Labor Code section 204, requires and required that:
27 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 45. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
6 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 46. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
12 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
13 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
14 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
15 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
16 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
17 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
18 violation in connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

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

25 48. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
26 this section are in addition to any other penalty provided by law.”

27 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by

1 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
2 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
3 address of each employer with whom they have been placed to work; all applicable hourly rates in
4 effect during the pay period and the corresponding number of hours worked at each hourly rate; and
5 other such information as required by Labor Code section 226, subdivision (a).

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

11 Violation of Labor Code § 558

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

16 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
17 pay period for which the employee was underpaid in addition to an amount sufficient
18 to recover underpaid wages;

19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to
21 an amount sufficient to recover underpaid wages;

22 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

23 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
24 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
25 regulating wages, hours and days of work described herein, including but not limited to Labor Code
26 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

27 53. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

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

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

58. 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.

59. 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

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

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

3 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
4 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
5 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
6 Aggrieved Employees at the proper rates of pay, as described above.

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

13 Civil Penalties Under Labor Code § 2699

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

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

22 65. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
23 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
24 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
25 to the extent Defendants’ conduct is found to be malicious, fraudulent and/or oppressive.

26 66. Moreover, Plaintiff and other Aggrieved Employees within the State of California
27 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
28 connection with their herein-described claims for civil penalties.

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: February 4, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Calyn V. Hadlock

15 Calyn V. Hadlock

16 Attorneys for Plaintiff ANDREW RAMIREZ
17 and on behalf of all other Aggrieved
18 Employees
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