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January 9, 2023

Via Online Submission @ <https://dir.tfforms.net/310>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via Certified Mail and E-Mail to:

EQ TALENT SOLUTIONS, LLC (Cal. SoS File
No. 202250511000)

ROBERT GLOVER

c/o Marc L. Jacuzzi (Cal. SBN 173220)

mjacuzzi@sgijlaw.com

Nancy L. McCoy (Cal. SBN 184983)

nmccoy@sgijlaw.com

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2175 North California Boulevard, Suite 710

Walnut Creek, California 94596

Telephone: (925) 322-8889

Facsimile: (925) 322-8890

Via Certified Mail and E-Mail to:

SCHILLING ROBOTICS, LLC (Cal. SoS File
No. 200326910012)

FMC TECHNOLOGIES, INC. (Cal. SoS File

No. C2342333)

c/o David J. Dow (Cal. SBN 179407)

ddow@littler.com

Kara Adelle Ritter Cole (Cal. SBN 306515)

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LITTLER MENDELSON, P.C.

501 West Broadway, Suite 900

San Diego, California 92101

Telephone: (619) 232-0441

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Re: Notice Pursuant to Labor Code § 2699.3

Employee: Jamil Johnson

Employer(s): EQ Talent Solutions, LLC; Schilling Robotics, LLC; FMC Technologies, Inc.; and Robert Glover

To the LWDA & Employers:

The Moon & Yang, APC (“M&Y”) represents Plaintiff Jamil Johnson (“Employee” or sometimes “Plaintiff”), against named Defendants EQ Talent Solutions, LLC; Schilling Robotics, LLC; FMC Technologies, Inc.; and Robert Glover (“Employer(s)” or sometimes “Defendants”), who are named as defendants in *Norris v. Schilling Robotics, LLC, et al.*, Case No. CV2021-2251, now pending in the Yolo Superior Court.¹

This is Employee’s notice to Employers pursuant to California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.* “PAGA”), which incorporates by reference a previous PAGA Notice to Employers in existing LWDA Case No. LWDA-CM-859553-21 involving PAGA Representative Jordon Norris and in existing LWDA Case No. LWDA-CM-923697-22 involving Ms. Veronica Garcia, that adds facts and theories of Employer(s)’ liability for violations of the California Labor Code including those Employee, by and through M&Y, ascertained during the pendency of the action *Norris v. Schilling Robotics, LLC, et al.*, Case No. CV2021-2251, now pending in the Yolo Superior Court, which was discovered as a result of a reasonable and diligent investigation made pursuant to PAGA Representative Jordon Norris and Ms. Veronica Garcia’s prior notices.

This notice, any attachments hereto and any other documents incorporated by reference, constitute written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate or further action against Employer(s) in a court of law and/or administrative proceedings, as

¹ If Employer(s) is named as a defendant and represented by legal counsel or other designee in any court of law, administrative or other formal or informal adversarial proceeding involving Employee, then Employee may serve this notice to the Employer’s counsel or representative and not via certified mail to refrain from communicating directly with Employer. If Employer demands service of this notice via certified mail, then Employee requests Employer send M&Y written notice with a demand that expressly requests service of this notice via certified mail within 72 hours.

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well as the imposition of substantial penalties and other remedies against Employer(s) and extends without limitation to any past, present, future, or continuing violations of the California Labor Code, the California Industrial Wage Commission Wage Order No. 4-2001 (Professional, Technical, Clerical, Mechanical and Similar Occupations) or other applicable Wage Orders (“IWC Wage Order(s)”), or any other applicable law or regulation which may be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice constitutes notice to Employer(s) on behalf of Employee² and all persons who are, were, or will be non-exempt employees of Employer(s), or any related or alter-ego company, corporation, partnership, and/or business entity at any time during the relevant statutory periods the State of California. Correspondingly, Employee serves this notice to Employer(s) and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged herein including at any location where non-exempt employees worked for Employer(s) in the State of California, who may be held liable for the violations of California law as alleged herein during the relevant statutory periods.³

This notice constitutes notice to Employer(s) of Employee’s demand for preservation and non-spoliation of evidence pursuant to which Employee requests that Employer(s) take all reasonable steps to promptly save and preserve all relevant documents and data including all electronic files and hard-copy documents that are related to Employee’s employment and potential claims including those of similarly-situated and aggrieved employees, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

Employee has attached a draft of Employee’s proposed complaint, or amended complaint in a pending action in *Norris v. Schilling Robotics, LLC, et al.*, Case No. CV2021-2251, now pending in the Yolo Superior Court,⁴ which is incorporated by reference, that Employee, individually, and on behalf of all others similarly situated current and former non-exempt employees of Employer(s) in the State of California during the relevant statutory periods, is investigating as potential class and representative action, or intends to file as an amended complaint via stipulation or motion, or separately on behalf of

² *Johnson v. Maxim Healthcare Services, Inc.* (2021) 66 Cal.App.5th 924, citing *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, reversed a trial court demurrer without leave to amend where employee Johnson filed a September 19, 2019 PAGA action against employer Maxim based on a June 19, 2019 PAGA notice (alleging that a September 7, 2016 employment agreement violated Labor Code section 432.5). (926-927.) The *Johnson* appellate court held: “*Kim* compels reversal here. Under *Kim*, we conclude Johnson is an ‘aggrieved employee’ with standing to pursue her PAGA claim. Johnson alleged she is employed by Maxim and that she personally suffered at least one Labor Code violation on which the PAGA claim is based. (See *Kim, supra*, 9 Cal.5th at pp. 82, 84; § 2699, subd. (c).) The fact that Johnson’s individual claim may be time-barred does not nullify the alleged Labor Code violations nor strip Johnson of her standing to pursue PAGA remedies. (See *Kim*, at pp. 80, 84.) In this sense, we find the fact that Johnson’s claim is time-barred places her in a similar situation as a plaintiff who settles her individual claims or dismisses her individual claims to pursue a stand-alone PAGA claim.” (930.)

³ *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 811 holds an individual owner of a business or other person may be held liable for PAGA penalties for violations of Labor Code § 558(a) (overtime wage payment violations) and section 1197.1(a) (minimum wage payment violations). (824; 828-829.) *Atempa* also holds that it was not reversible error for plaintiffs to recover attorney fees and costs and interest from an individual under PAGA. (829-831.)

⁴ Employee may file Employee’s PAGA case as an amendment to a pending action in *Norris v. Schilling Robotics, LLC, et al.*, Case No. CV2021-2251, now pending in the Yolo Superior Court or as a separate action.

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Employer(s)' current and former non-exempt employees in the State of California regarding, among other things, the following violations:

- (1) Failure to Pay Minimum and Regular Rate Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
- (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198);
- (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
- (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7);
- (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802);
- (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
- (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
- (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), and
- (9) Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*).
 - a. Labor Code § 201 (failure to timely pay all wages due at time of discharge);
 - b. Labor Code § 201.3 (failure to timely pay all wages due as a temporary services employer);
 - c. Labor Code § 202 (failure to timely pay all wages due at time of quitting or within 72 hours thereof);
 - d. Labor Code § 203 (failure to pay wages of the employee as continuing penalty up to 30 days after discharge or quitting);
 - e. Labor Code § 204 (failure to timely pay all wages due during employment);
 - f. Labor Code § 221 (failure to time pay all wages via collection or receipt of wages theretofore paid);
 - g. Labor Code § 222 (failure to time pay all wages agreed upon through collective bargaining);
 - h. Labor Code § 223 (failure to timely pay all wages required under statute or contract);
 - i. Labor Code § 226 (failure to furnish accurate itemized wage statements and to maintain and timely provide accurate employment records)
 - j. Labor Code § 246 (failure to pay all sick day wages earned and due);
 - k. Labor Code § 226.7 (failure to timely pay all meal period and rest period wages due during employment);
 - l. Labor Code § 510 (failure to pay all overtime wages due);
 - m. Labor Code § 512 (failure to provide timely first and second meal periods);
 - n. Labor Code § 1174(d) (failure to keep accurate payroll records in a central location in California);
 - o. Labor Code § 1194 (failure to pay all minimum and overtime wages);
 - p. Labor Code § 1197 (failure to pay all minimum wages);
 - q. Labor Code § 1197.1 (failure to pay wages less than the minimum fixed including all wages due as determined by the Labor Commissioner);

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- r. Labor Code § 1198 (employment under conditions of labor prohibited by the relevant IWC Wage Orders);
- s. Labor Code § 1199 (payments of less than the minimum fixed by an IWC Wage Order);
- t. Labor Code § 2802 (failure to indemnify employees); and
- u. IWC Wage Order, § 7 (failure to keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period for at least three years)

(1) Failure to Pay Minimum and Regular Rate Wages

Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order, § 4, California has fixed minimum wage rates, has required employers in California to pay their employees no less than the minimum for all hours worked in the payroll period, has provided that minimum wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is unlawful.

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order, § 4. Employer(s) failed to pay Employee and similarly situated and aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Employee and/or other similarly situated and aggrieved to work off-the-clock; requiring, suffering or permitting Employee and similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Employee and similarly situated and aggrieved employees; failing to properly maintain Employee and similarly situated and aggrieved employees' records; failing to provide accurate itemized wage statements to Employee and similarly situated and aggrieved employees for each pay period; and other methods to be discovered.

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so. In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Employer(s) maintained a policy and practice of not paying Employee and similarly situated and aggrieved employees for all hours worked, including all minimum and regular rate wages. Employer(s) regularly use a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Employee and similarly situated and aggrieved employees properly for all the time they have actually worked, even though the realities of Employer(s)' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. As a result, Employer(s) frequently paid Employee and similarly situated and aggrieved employees less than all their work time, some of which should have been paid at the minimum wage and/or regular wage rate. Throughout the statutory period, Employer(s) maintained a policy and practice of not paying Employee and similarly situated and aggrieved employees for all hours worked, including all minimum wages and regular rate wages. Employee and similarly situated and aggrieved employees were required to work off-the-clock, and uncompensated. Throughout the statutory period, Employers maintained a policy and practice of not paying Employee and similarly situated and aggrieved employees for all hours worked, including all overtime wages. Employee and similarly situated and aggrieved employees were not paid for all time worked, but instead Employers paid Employee and similarly situated and aggrieved employees based on their schedule including under a supposed alternative or alternate workweek schedule policy designated for Defendants' workplace address where Employee and similarly situated and aggrieved employees did not work and that was not uniformly applied to Employee and similarly situated and

aggrieved employees where they worked. As a result, Employee and similarly situated and aggrieved employees were not paid for the time they arrived early for work to perform pre-clock-in activities such as COVID screening and waiting in line in order to undergo this screening. Further, Employee and similarly situated and aggrieved employees stayed after their regular shifts to perform additional work or performed work-related tasks away from Defendants' regular workplace facilities but were not compensated for this time. Employers failed to record and maintain the actual hours worked by Employee and similarly situated and aggrieved employees. Also, Employers supposedly maintained a so-called "bell system" for meal breaks when all operations were supposedly to cease and all employees were relieved of their duties at the same time. However, Defendants' time records showing the start times and end times of Plaintiffs, the Class and Aggrieved Employees' shifts and meal periods demonstrate that Employers did not cease operations at the same time, and that Employers automatically deducted 30 minutes for meal periods. Moreover, in those instances where Employee and similarly situated and aggrieved employees were unable to take a meal break immediately upon the so-called meal periods were to commence, they were not compensated for all time worked. Also, Employee and similarly situated and aggrieved employees were required to use their own personal cellular telephones for work-related purposes, including to enter and review notes and create work-related records in Employer(s)' electronic recordkeeping and information management systems while off-the-clock and uncompensated. Further, Employer(s) automatically deducted time for meal periods, despite the fact that Employee and similarly situated and aggrieved employees did not always take these meal periods, leading to uncompensated work. Additionally, Employer(s) engaged in a policy and practice of paying Employee and similarly situated and aggrieved employees meal period premium payments, rest period premium payments, and paid time off hours at their base hourly rates and not Employee and similarly situated and aggrieved employees' regular hourly rates of pay as required, hence, depriving them of their regular rate wages. In maintaining a practice of not paying all wages owed, Employer(s) failed to maintain accurate records of the hours Employee and similarly situated and aggrieved employees worked. In maintaining a practice of not paying all wages owed, Employers failed to maintain accurate records of the hours Employee and similarly situated and aggrieved employees worked.

Employer(s)' conduct violates §§ 1182.12, 1197, 1198 and IWC Wage Order, § 4 because Employer(s) has knowingly and willfully refused to perform their obligations to compensate Employee and similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer(s) has employed Employee and similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

As a result, Employer(s) are liable to Employee and similarly situated and aggrieved employees for the civil penalties provided for in Labor Code §§ 210, 248.5, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum wages, regular rate wages and overtime wages.

(2) Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order, § 3, California has required employers to pay their employees at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510, 1198 and IWC Wage Order, § 3. Employer(s) failed to compensate Employee and similarly situated and aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay when required; requiring, suffering or permitting Employee and similarly situated and aggrieved employees to work off-the-clock; requiring, suffering or permitting Employee and similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Employee and similarly situated and aggrieved employees; failing to properly maintain Employee and similarly situated and aggrieved employees' employment records through falsifying hours worked; failing to provide

accurate itemized statements to Employee and similarly situated and aggrieved employees for each pay period; and other methods to be discovered.

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so. In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Employer(s) maintained a policy and practice of not paying Employee and similarly situated and aggrieved employees for all hours worked, including all overtime wages. Employer(s) regularly use a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Employee and similarly situated and aggrieved employees properly for all the time they have actually worked, even though the realities of Employer(s)’ operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. As a result, Employer(s) frequently paid Employee and similarly situated and aggrieved employees less than all their work time, some of which should have been paid at the overtime rate. Throughout the statutory period, Employer(s) maintained a policy and practice of not paying Employee and similarly situated and aggrieved employees for all hours worked, including all overtime wages. Employee and similarly situated and aggrieved employees were required to work off-the-clock, and uncompensated. Throughout the statutory period, Employers maintained a policy and practice of not paying Employee and similarly situated and aggrieved employees for all hours worked, including all overtime wages. Employee and similarly situated and aggrieved employees were not paid for all time worked, but instead Employers paid Employee and similarly situated and aggrieved employees based on their schedule including under a supposed alternative or alternate workweek schedule policy designated for Defendants’ workplace address where Employee and similarly situated and aggrieved employees did not work and that was not uniformly applied to Employee and similarly situated and aggrieved employees where they worked. As a result, Employee and similarly situated and aggrieved employees were not paid for the time they arrived early for work to perform pre-clock-in activities such as COVID screening and waiting in line in order to undergo this screening. Further, Employee and similarly situated and aggrieved employees stayed after their regular shifts to perform additional work or performed work-related tasks away from Defendants’ regular workplace facilities but were not compensated for this time. Employers failed to record and maintain the actual hours worked by Plaintiffs, the Class and Aggrieved Employees. Also, Employers supposedly maintained a so-called “bell system” for meal breaks when all operations were supposedly to cease and all employees were relieved of their duties at the same time. However, Defendants’ time records showing the start times and end times of Plaintiffs, the Class and Aggrieved Employees’ shifts and meal periods demonstrate that Employers did not cease operations at the same time, and that Employers automatically deducted 30 minutes for meal periods. Moreover, in those instances where Employee and similarly situated and aggrieved employees were unable to take a meal break immediately upon the so-called meal periods were to commence, they were not compensated for all time worked. Also, Employee and similarly situated and aggrieved employees were required to use their own personal cellular telephones for work-related purposes, including to enter and review notes and create work-related records in Employer(s)’ electronic recordkeeping and information management systems while off-the-clock and uncompensated. Further, Employer(s) automatically deducted time for meal periods, despite the fact that Employee and similarly situated and aggrieved employees did not always take these meal periods, leading to uncompensated work. Additionally, Employer(s) engaged in a policy and practice of paying Employee and similarly situated and aggrieved employees meal period premium payments, rest period premium payments, and paid time off hours at their base hourly rates and not Employee and similarly situated and aggrieved employees’ regular hourly rates of pay as required, hence, depriving them of their regular rate wages. In maintaining a practice of not paying all wages owed, Employer(s) failed to maintain accurate records of the hours Employee and similarly situated and aggrieved employees worked. In maintaining a practice of not paying all wages owed, Employers failed to maintain accurate records of the hours Employee and similarly situated and aggrieved employees worked.

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Employer(s)' conduct violates Labor Code §§ 510 and 1194 and Wage Order, § 3 because Employer(s) has refused to perform its obligations to compensate Employee and similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer(s) has employed Employee and similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

As a result, Employer(s) are liable to Employee and similarly situated and aggrieved employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime

(3) Failure to Provide Meal Periods

Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order, § 11, California has prohibited employers from employing a person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing a person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. California has also required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Employee and/or other similarly situated and aggrieved employees are non-exempt employees and are Employee and similarly situated and aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order, § 11. Employer(s) failed to provide Employee and similarly situated and aggrieved employees meal periods, or to pay one (1) additional hour of compensation at Employee and similarly situated and aggrieved employees' regular hourly rates of compensation for each workday that a meal period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employee and similarly situated and aggrieved employees to work past five (5) hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Employee and similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts before starting a second meal period; requiring, permitting or suffering Employee and similarly situated and aggrieved employees to take on-duty meal periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Employer(s) failed to relieve Employee and similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to count all times that Employer(s) failed to provide Employee and similarly situated and aggrieved employees duty-free 30-minute meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay Employee and similarly situated and aggrieved employees one (1) hour of pay at their regular hourly rates of compensation for each workday that the meal period was not provided; and by other methods to be discovered.

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Throughout the statutory period, Employers have wrongfully failed to provide Employee and similarly situated and aggrieved employees with legally compliant meal periods. Employers sometimes, but not always, required Employee and similarly situated and aggrieved employees to work in excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Employee and similarly situated and aggrieved employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Employers also did not adequately inform Employee and similarly situated and aggrieved employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the

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tenth hour of work. Employers automatically deducted meal breaks, and failed to record meal breaks. Accordingly, Defendants' policy and practice was to not provide meal periods to Employee and similarly situated and aggrieved employees in compliance with California law.

Despite these legal requirements, Employer(s) wrongfully failed to provide Employee and similarly situated and aggrieved employees with legally compliant meal periods. Employer(s) regularly required Employee and similarly situated and aggrieved employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Employee and similarly situated and aggrieved employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Employer(s) did not adequately inform Employee and similarly situated and aggrieved employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Employer(s) did not have adequate written policies or practices providing meal periods for Employee and similarly situated and aggrieved employees, nor did Employer(s) has adequate policies or practices regarding the timing of meal periods. Employer(s) also did not have adequate policies or practices to verify whether Employee and similarly situated and aggrieved employees were taking their required meal periods. Accordingly, Employer(s)' policy and practice was to not provide meal periods to Employee and similarly situated and aggrieved employees in compliance with California law.

Employee and similarly situated and aggrieved employees are thus entitled to be paid one hour of additional wages for each workday he or Employee was not provided with all required meal period(s). Employer(s), however, regularly failed to pay Employee and similarly situated and aggrieved employees the additional wages to which they were entitled for meal periods and that were not provided. Additionally, Employee and similarly situated and aggrieved employees were deprived of their regular rate wages because Employer(s) engaged in a policy and practice of paying them meal period premium payments at their base hourly rates and not their regular hourly rates of pay as required.

Employer(s)' conduct violates Labor Code §§ 226.7, 512, 1198 and IWC Wage Order, § 11 because Employer(s) has knowingly and willfully refused to perform their obligations to compensate Employee and similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer(s) has employed Employee and similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

As a result, Employer(s) are liable to Employee and similarly situated and aggrieved employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

(4) Failure to Authorize and Permit Rest Periods

Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order, § 12, California has required that employers shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of and IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

Employee and/or other similarly situated and aggrieved are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order, § 12. Employer(s) failed to provide Employee and similarly situated and aggrieved employees rest periods, or to pay one (1) additional hour of compensation at Employee and similarly situated and aggrieved employees' regular hourly rates of compensation for each workday that a rest period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employee and similarly situated and aggrieved employees to work past three and one-half (3 ½) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted first rest period; requiring, permitting or suffering

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Employee and similarly situated and aggrieved employees to work past six (6) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted second rest period; requiring, permitting or suffering Employee and similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted third rest period; requiring, permitting or suffering Employee and similarly situated and aggrieved employees to take rest periods of less than 10 minutes or that were otherwise not duty-free inasmuch as Employer(s) failed to relieve Employee and similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to pay Employee and similarly situated and aggrieved employees one (1) hour of pay at their regular hourly rates of compensation for each workday that a rest period was not authorized and permitted; and by other methods to be discovered.

Employer(s) are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Employer(s), however, wrongfully failed to authorize and permit Employee and similarly situated and aggrieved employees to take timely and duty-free rest periods. Employer(s) regularly required Employee and similarly situated and aggrieved employees to work in excess of four consecutive hours a day without Employer(s) authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and similarly situated and aggrieved employees for rest periods that were not authorized or permitted. Employer(s) did not adequately inform Employee and similarly situated and aggrieved employees of their right to take a rest period. Moreover, Employer(s) did not have adequate policies or practices permitting or authorizing rest periods for Employee and similarly situated and aggrieved employees, nor did Employer(s) have adequate policies or practices regarding the timing of rest periods. Employer(s) also did not have adequate policies or practices to verify whether Employee and similarly situated and aggrieved employees were taking their required rest periods. Further, Employer(s) did not maintain accurate records of employee work periods, and therefore Employer(s) cannot demonstrate that Employee and similarly situated and aggrieved employees took rest periods during the middle of each work period. Accordingly, Employer(s)' policy and practice was for Employee and similarly situated and aggrieved employees to work through rest periods and to not authorize or permit them to take any rest periods.

Employee and similarly situated and aggrieved employees are thus entitled to be paid one hour of additional wages for each workday he or Employee was not authorized and permitted to take all required rest period(s). Employer(s), however, regularly failed to pay Employee and similarly situated and aggrieved employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

Employer(s)' conduct violates Labor Code §§ 226.7, 1198, and IWC Wage Order, § 12 because Employer(s) has refused to perform its obligations to compensate Employee and similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer(s) has employed Employee and similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

As a result, Employer(s) are liable to Employee and similarly situated and aggrieved employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. Additionally, Employee and similarly situated and aggrieved employees were deprived of their regular rate wages because Employer(s) engaged in a policy and practice of paying them rest period premium payments at their base hourly rates and not their regular hourly rates of pay as required.

(5) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order, § 9, California requires has required that employers indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of her his or her duties, or of his or her

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obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 2802(a), 1198, and IWC Wage Order, § 9. Employer knowingly and willfully failed to indemnify Employee and/or other similarly situated and aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer including, but not limited to, by failing to reimburse Employee and/or other similarly situated and aggrieved employees for expenses they incurred in complying with Employer's directions for use of cellphones and mobile data use, for personal protective equipment, and for travel related expenses. Further, Employee and similarly situated and aggrieved employees were required to use their own personal cellular telephone for work, without reimbursement. Employee and similarly situated and aggrieved employees were also occasionally required to drive their own vehicles for work, without reimbursement. However, Employers failed to reimburse for internet, personal cellphone, personal computer or mobile data services usage.

Employer(s)' conduct violates §§ 2802(a), 1198, and IWC Wage Order, § 9 because Employer(s) has knowingly and willfully refused to perform its obligations to indemnify Employee and/or other similarly situated and aggrieved for all monies they expended in necessary expenditures or losses incurred and because Employer(s) has employed Employee and similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(6) Failure to Timely Pay All Wages Due to Discharged and Quitting Employees

Pursuant to California Labor Code §§ 201(a), 202, and 203, California has required that employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but those penalty wages shall not continue for more than 30 days.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 201(a), 202, and 203. Employer(s) failed to timely pay Employee and similarly situated and aggrieved employees all wages due at the times they were discharged or at the times they quit under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay all earned wages to Employee and similarly situated and aggrieved employees in full; failing to pay all earned wages to Employee and similarly situated and aggrieved employees at the time Employer(s) discharged them or within 72 hours of the times they quit; and by failing to pay Employee and similarly situated and aggrieved employees wages as penalties from the due dates thereof at the same rate until paid; and by other methods to be discovered.

Within the applicable statute of limitations, the employment of Employee and similarly situated and aggrieved employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Employer(s) failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employer(s)' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

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Employer(s)' conduct violates §§ 201, 202 and 203 because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and similarly situated and aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge or quitting.

Accordingly, Employee and similarly situated and aggrieved employees are entitled to recover from Employer(s) their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203. Moreover, Employer(s) are liable to Employee and similarly situated and aggrieved employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

(7) Failure to Furnish Accurate Itemized Wage Statements

Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order, § 7, California has required that employers semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. California law has stated that an employee is deemed to suffer injury for purposes of Labor Code § 226(a) if the employer fails to provide accurate and complete information as required by any one or more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order, § 7. Employer(s) failed to provide Employee and similarly situated and aggrieved employees accurate itemized wage statements as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to provide *accurate* writings showing each and every one of the nine (9) enumerated items required by Labor Code § 226(a) including as a result of the unrecorded and uncompensated off-the-clock minimum wage and overtime wage payments earned and due as alleged herein, the uncompensated meal period and rest period premium payments earned and due for each workday a meal period was not provided and each workday a rest break was not authorized and permitted as alleged herein, failing to provide accurate writings enabling Employee and similarly situated and aggrieved employees to promptly and easily determine from the wage statement alone their total hours worked, all deductions, the inclusive dates for which they were paid, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and by other methods to be discovered.

Employer(s) intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Employers also inaccurately reported Employee and similarly situated and aggrieved employees' hours worked on their wage statements by reporting hours recorded during overnight shifts that started during defined, initial pay periods but ended in the defined, following pay periods, rather than by reporting the hours recorded up to the end of the defined, initial pay periods alone,

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leading to confusion about the hours worked in during defined, initial pay periods and the defined, following pay periods.

Employer(s)' conduct violates §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order, § 7 because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other similarly situated and aggrieved with timely, accurate, and itemized wage statements and because Employer(s) has employed Employee and similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

As a result of Employer(s) violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Employer(s) the greater of their actual damages caused by Employer(s)' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee. Moreover, Employer(s) are liable to Employee and similarly situated and aggrieved employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

(8) Engagement in Unlawful, Unfair or Fraudulent Business Acts or Practices

Employee and similarly situated and aggrieved employees are current and former non-exempt employees who, along with members of the general public, are entitled to the protections of California Business and Professions Code §§ 17200, *et seq.* Employer(s) knowingly and willfully engaged in unlawful, unfair or fraudulent business acts or practices including, but not limited to, by (1) willfully failing and refusing to pay Employee and similarly situated and aggrieved employees minimum wages earned and due, (2) willfully failing and refusing to pay Employee and similarly situated and aggrieved employees overtime wages earned and due, (3) willfully failing and refusing to provide Employee and similarly situated and aggrieved employees meal periods or pay premium wages in lieu thereof, (4) willfully failing and refusing to provide Employee and similarly situated and aggrieved employees rest periods or pay premium wages in lieu thereof, (5) willfully failing and refusing to indemnify Employee and similarly situated and aggrieved employees for necessary business expenses, (6) willfully failing and refusing to furnish Employee and similarly situated and aggrieved employees with accurate itemized wage statements, and (7) willfully failing and refusing to timely pay Employee and similarly situated and aggrieved employees all wages due at time of discharge or quitting. Furthermore, Employer(s) has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations. As a result of Employer(s)' unfair and unlawful business practices, Employer(s) has reaped unfair and illegal profits at the expense of Employee and similarly situated and aggrieved employees and members of the general public.

Employer(s)' conduct violates California Business and Professions Code §§ 17200, *et seq.* because Employer(s) has knowingly and willfully engaged in the foregoing Labor Code violations repeatedly, over a significant period of time, and in a systematic manner, to the detriment of Employee and similarly situated and aggrieved employees and members of the general public.

(9) Failures to Comply with Labor Code and IWC Wage Order Provisions Warranting PAGA Civil Penalties

Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as PAGA, California has stated that notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3.⁵

⁵ Pursuant to Labor Code § 2699.5, California has stated: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c)

Employee on behalf of Employee and/or other aggrieved employees incorporates the preceding paragraphs into her allegations that follow, which give rise to Employer(s)' liability for PAGA civil penalties.⁶

a. Underlying Violations of Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

Labor Code § 201(a) provides, in part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to timely pay Employee and/or other aggrieved employees all wages due at the times they were discharged.

Employer(s)' conduct violates Labor Code § 201(a) because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

b. Underlying Violations of Labor Code § 201.3 (Failure to Timely Pay all Wages due as a Temporary Services Employer);

Labor Code § 201.3(a) provides: "(1) 'Temporary services employer' means an employing unit that contracts with clients or customers to supply workers to perform services for the clients or customers and that performs all of the following functions: [¶] (A) Negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services. [¶] (B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments. [¶] (C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer. [¶] (D) Assigns or reassigns workers to perform services for clients or customers. [¶] (E) Sets the rate of pay of workers, whether or not through negotiation. (F) Pays workers from its own account or accounts. [¶] (G) Retains the right to hire and terminate workers."

With certain exceptions, Labor Code § 201.3(b)(1)(A) provides: "Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have

of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7."

⁶ An employee affected by at least one labor code violation may pursue penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.)

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timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision.”⁷

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201.3(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to timely pay Employee and/or other aggrieved employees all wages due during the respective periods of employment and within the times all wages were due when they quit or when Employer(s) discharged them.

Employer(s)’ conduct violates Labor Code § 201.3(a) because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid during their respective periods of employment and all wages earned and unpaid at the time of quitting or at discharge, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

c. Underlying Violations of Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or Within 72 Hours Thereof)

Labor Code § 202(a) provides, in part: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 202(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to timely pay Employee and/or other aggrieved employees all wages due at the times they quit.

Employer(s)’ conduct violates Labor Code § 202(a) because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of quitting, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

d. Underlying Violations of Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting)

Labor Code § 203(a) provides, in part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 203(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed perform its obligations to timely pay Employee and/or other aggrieved employees all final wages and the corresponding penalties that are still due as a result owed at their same respective rates of pay, for up to 30 days.

Employer(s)’ conduct violates Labor Code § 203(a) because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all continuing wages as penalties, sometimes called “waiting time penalty”

⁷ Labor Code § 201.3(c) and (d) provides: “(c) A temporary services employer who violates this section is subject to the civil penalties provided for in Section 203 and to any other penalties available at law. [¶] (d) This section shall not be interpreted to limit any rights or remedies otherwise available under state or federal law.”

wages, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

e. Underlying Violations of Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

Labor Code § 204(a) provides, in part: “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 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.”⁸

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 204(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to timely pay Employee and/or other aggrieved employees all wages due throughout their respective periods of employment including on days that Employer(s) designated in advance as the regular paydays.

Employer(s)’ conduct violates Labor Code § 204(a) because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

f. Underlying Violations of Labor Code § 221 (Failure to Timely Pay All Wages via Collection or Receipt of Wages Theretofore Paid)

Labor Code § 221 provides: “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 221, which governs an employer’s obligation to pay “wages.” Employer(s) failed to provide Employee and similarly situated and aggrieved employees all wages and compensation due to them by using various methods and schemes described herein including under the pre-tense that it was just and proper for Employer(s) to average or claim credits against wages due for work performed during certain days, weeks or pay periods by collecting or receiving previously paid wages, which Employer(s) had already paid or purportedly overpaid Employee and similarly situated and aggrieved employees on other days, weeks or pay periods including under Employer(s)’ rounding policy.

⁸ Labor Code § 210 provides: “(a) In 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. [¶] (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. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund.”

Employer(s)' conduct violates Labor Code § 221 because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

g. Underlying Violations of Labor Code § 222 (Failure to Timely Pay All Wages Agreed upon Through Collective Bargaining)

Labor Code § 222 provides: "It shall be unlawful, in case of any wage agreement arrived at through collective bargaining, either wilfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon."

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 222, which governs an employer's obligation to pay "wages." Employer(s) failed to provide Employee and similarly situated and aggrieved employees all wages and compensation due to them by using various methods and schemes described herein including paying Employee and similarly situated and aggrieved employees at less than all minimum wages and regular hourly rates of pay as required under one or more collective bargaining agreements including under the pre-tense that it was just and proper for Employer(s) to average or claim credits against wages due for work performed during certain days, weeks or pay periods by collecting or receiving previously paid wages, which Employer(s) had already paid or purportedly overpaid Employee and similarly situated and aggrieved employees on other days, weeks or pay periods including under Employer(s)' rounding policy. Employer(s) also failed to pay Employee and similarly situated and aggrieved employees by claiming it would pay overtime wages at one-and-one-half their regular hourly rates or at two times their regular rates, but secretly, willfully and with the intent to defraud, paid them only at their base hourly rates and one-half times their regular hourly rates or two times their base hourly rates for all overtime hours worked in contravention of applicable collective bargaining agreements.

Employer(s)' conduct violates Labor Code § 222 because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

h. Underlying Violations of Labor Code § 223 (Failure to Timely Pay All Wages Required Under Statute or Contract)

Labor Code § 223 provides: "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

Employee and similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 222, which governs an employer's obligation to pay "wages." Employer(s) failed to provide Employee and similarly situated and aggrieved employees all wages and compensation due to them by using various methods and schemes described herein including paying Employee and similarly situated and aggrieved employees at less than all minimum wages and regular hourly rates of pay as required under statute and contract, including under one or more collective bargaining agreements, including under the pre-tense that it was just and proper for Employer(s) to average or claim credits against wages due for work performed during certain days, weeks or pay periods by collecting or receiving previously paid wages, which Employer(s) had already paid or purportedly overpaid Employee and similarly situated and aggrieved employees on other days, weeks or pay periods including under Employer(s)' rounding policy. Employer(s) also failed to pay Employee and similarly situated and aggrieved employees by claiming it would pay overtime wages at one-and-one-half their regular hourly rates or at two times their regular rates, but secretly, willfully and with the intent to defraud, paid them only at their base hourly rates and one-half times their regular hourly rates or two times their base hourly rates for all overtime hours worked in contravention of applicable statutes and contracts.

Employer(s)' conduct violates Labor Code § 223 because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

i. Underlying Violations of Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to Maintain and Timely Provide Accurate Employment Records)

In addition to requiring employers to provide employees with accurate itemized wage statements, discussed above, Labor Code § 226(a) provides, in part: "The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision."

Labor Code § 226(b) provides: "An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer. The employer may take reasonable steps to ensure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee."

Labor Code § 226(c) provides: "An employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made."⁹

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to provide Employee and/or other aggrieved employees accurate itemized wage statements and failed to create and maintain accurate records, as required under Labor Code § 226(a). Employee is further informed and believes that Employer(s) failed to provide Employee and/or other aggrieved employees copies of their employment records upon their oral and written requests as soon as practicable, but no later than 21 calendar days from the date of the request, as required under Labor Code § 226(b) and (c).

Employer(s)' conduct violates Labor Code § 226 because Employer(s) has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with accurate itemized wage statements, to maintain accurate employment records, and to timely and fully comply with written or oral requests for inspection or receipts of copies of employment records, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

⁹ Labor Code § 226(f) provides: "A failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."

j. Underlying Violations of Labor Code § 246 (Failure to Pay all Sick Day Wages Earned and Due)

Labor Code § 245(a) & (b) provides: “(a) This article shall be known and may be cited as the Healthy Workplaces, Healthy Families Act of 2014. [¶] (b) The provisions of this article are in addition to and independent of any other rights, remedies, or procedures available under any other law and do not diminish, alter, or negate any other legal rights, remedies, or procedures available to an aggrieved person.”

Labor Code § 246(l)(1) & (2) provide: “(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: [¶] (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. [¶] (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”¹⁰

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 245 & 246. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to provide Employee and/or other aggrieved employees their paid sick day wages at their regular hourly rates of pay as required under Labor Code § 246(l)(1) or (2).

Employer(s)’ conduct violates Labor Code § 246(l)(1) & (2) because Employer(s) has knowingly and willfully refused to perform its obligations to compensate Employee and/or other aggrieved employees for all sick day wages earned and due, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

k. Underlying Violations of Labor Code § 226.7 (Failure to Timely Pay All Meal Period and Rest Period Wages Due During Employment)

Labor Code § 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226.7(c). As stated above, and for the reasons set forth

¹⁰ Labor Code § 248.5(e) & (f) provide: “(e) The Labor Commissioner or the Attorney General may bring a civil action in a court of competent jurisdiction against the employer or other person violating this article and, upon prevailing, shall be entitled to collect legal or equitable relief on behalf of the aggrieved as may be appropriate to remedy the violation, including reinstatement, backpay, the payment of regular hourly rates days unlawfully withheld, the payment of an additional sum, not to exceed an aggregate penalty of four thousand dollars (\$4,000), as liquidated damages in the amount of fifty dollars (\$50) to each employee or person whose rights under this article were violated for each day or portion thereof that the violation occurred or continued, plus, if the employer has unlawfully withheld paid regular hourly rates days to an employee, the dollar amount of paid regular hourly rates days withheld from the employee multiplied by three; or two hundred fifty dollars (\$250), whichever amount is greater; and reinstatement in employment or injunctive relief; and further shall be awarded reasonable attorney’s fees and costs, provided, however, that any person or entity enforcing this article on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney’s fees and costs. [¶] (f) In an administrative or civil action brought under this article, the Labor Commissioner or court, as the case may be, shall award interest on all amounts due and unpaid at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code.”

above, Employee is informed and believes that Employer(s) failed to provide Employee and/or other aggrieved employees one (1) hour of pay at their regular hourly rates of compensation for each workday that a meal period was not provided and for each workday that a rest period was not authorized or permitted.

Employer(s)' conduct violates Labor Code § 226.7(c) because Employer(s) has knowingly and willfully refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

l. Underlying Violations of Labor Code § 510 (Failure to Pay All Overtime Wages Due)

Labor Code § 510(a) provides, in part: "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 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 510(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to pay Employee and/or other aggrieved employees for all overtime hours worked.

Employer(s)' conduct violates Labor Code § 510 because Employer(s) has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

m. Underlying Violations of Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

Labor Code § 512(a) provides: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 512(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to provide Employee and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts.

Employer(s)' conduct violates Labor Code § 512 because Employer(s) has refused to perform its obligations to provide Employee and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

n. Underlying Violations of Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California)

Labor Code § 1174 and subdivision (d) provide: "Every person employing labor in this state shall: [¶] . . . (d) Keep, 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

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of piece-rate units earned by and any 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.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1174(d). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to keep Employee and/or other aggrieved employees’ accurate payroll records including the hours they worked daily.

Employer(s)’ conduct violates Labor Code § 1174(d) because Employer(s) has refused to perform its obligations to keep accurate payroll records, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

o. Underlying Violations of Labor Code § 1194 (Failure to Pay All Minimum and Overtime Wages)

Labor Code § 1194(a) provides: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1194(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to pay Employee and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages and overtime wages.

Employer(s)’ conduct violates Labor Code § 1194(a) because Employer(s) has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages and overtime wages, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

p. Underlying Violations of Labor Code § 1197 (Failure to Pay All Minimum Wages)

Labor Code § 1197 provides: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1197. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to pay Employee and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages.

Employer(s)’ conduct violates Labor Code § 1197 because Employer(s) has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

q. Underlying Violations of Labor Code § 1197.1 (Failure to Pay Wages Less Than the Minimum Fixed Including All Wages Due as Determined by the Labor Commissioner)

Labor Code § 1197.1(a) and subparagraphs (1) to (3) provide: “(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 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1197.1. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) failed to pay Employee and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages.

Employer(s)’ conduct violates Labor Code § 1197 because Employer(s) has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

r. Underlying Violations of Labor Code § 1198 (Employment Under Conditions of Labor Prohibited by the relevant IWC Wage Orders)

Labor Code § 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1198 and the provisions of the relevant IWC Wage Orders. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) subjected Employee and/or other aggrieved employees to work for longer hours than those fixed by the relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders.

Employer(s)’ conduct violates Labor Code § 1198 because Employer(s) has refused to perform its obligations to refrain from employing Employee and/or other aggrieved employees for hours and under conditions prohibited by the IWC, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

s. Underlying Violations of Labor Code § 1199 (Payments of Less Than the Minimum Fixed by an IWC Wage Order)

Labor Code § 1199 and its subdivisions (a) to (c) provide: “Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: [¶] (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. [¶] (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. [¶] (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1199 and the provisions of the relevant IWC Wage Orders. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer(s) subjected Employee and/or other aggrieved employees to work for longer hours than those fixed by the

relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders, that Employer(s) paid Employee and/or other aggrieved employees less than various minimums fixed by the relevant IWC Wage Orders, and that Employer(s) knowingly and willfully refused and neglected to comply with the provisions of IWC Wage No. 5-2001 or other applicable IWC Wage Orders.

Employer(s)' conduct violates Labor Code § 1199 because Employer(s) has refused to perform its obligations to refrain from employing Employee and/or other aggrieved employees for hours and under conditions prohibited by the IWC, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

t. Underlying Violations of Labor Code § 2802 (Failure to Indemnify Employees)

Labor Code § 2802(a) provides: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 2802. As stated above, and for the reasons set forth above, Employee is informed and believes that Employers knowingly and willfully failed to indemnify Employee and/or aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties.

Employer(s)' conduct violates Labor Code § 2802 because Employer(s) has refused to perform its obligations to indemnify Employee and/or other aggrieved for all monies they expended in necessary expenditures or losses incurred, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

u. Underlying IWC Wage Order, § 7 (Failure to Keep Accurate Information with Respect to Each Employee Including Time Records Showing When the Employee Begins and Ends each Work Period for at Least Three Years)

IWC Wage Order, § 7 provides: "7. Records. (A) Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer. (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request. (D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of IWC Wage Order, § 7. As stated above, and for the reasons set forth

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above, Employee is informed and believes that Employers knowingly and willfully failed to keep accurate information including, but not limited to, by failing to keep time records showing when employees began and ended each work period including time records showing meal periods, split shift intervals and total daily hours worked for at least three years and that Employer(s) have failed to produce such time records for inspection upon reasonable requests.

Employer(s)' conduct violates IWC Wage Order, § 7 because Employer(s) has refused to perform its obligations to indemnify Employee and/or other aggrieved for all monies they expended in necessary expenditures or losses incurred, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

* * *

This notice shall further represent Employee's reasonable attempt to settle her dispute with Employer prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, this notice serves to apprise Employer of Employee's aforementioned grievances and the proposed remedies as detailed below, while affording Employer reasonable opportunity to meet Employee's demands.

This notice shall further represent Employee's reasonable attempt to settle her dispute with Employer(s) prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, this notice serves to apprise Employer(s) of Employee's aforementioned grievances and the proposed remedies as detailed below, while affording Employer(s) reasonable opportunity to meet Employee's demands.

Demand is hereby made that Employer(s) shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Employer(s) shall pay Employee and all other similarly-situated persons employed by Employer(s) at any time during the relevant statutory periods back pay and compensation for the above-referenced violations.
2. Employer(s) shall comply with all California labor laws and ensure that its/their non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. Employer(s) shall conduct a survey or interview all current and former non-exempt employees in California during the relevant statutory periods to obtain information from them regarding the number of minimum wage hours that were not paid, the number of overtime wage hours that were not paid, the number of meal periods which were not provided, the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay uniform, uniform maintenance or other expenditures in the discharge of their duties, the number of employees who were not paid all wages due at time of discharge or quitting, with the investigation to be completed within 60 days.
4. Employer(s) shall pay each employee one hour of pay for each workday he or Employee was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employer(s) also shall pay each employee one hour of pay for each workday he or Employee was not provided one or more and meal periods, as required by Labor Code § 226.7.
5. Employer(s) shall reimburse those employees who were forced to pay for any business expenses incurred for Employer(s)' benefit, as well as those items employees were compelled and coerced to purchase from Employer(s) or other persons in relation to their employment.
6. Employer(s) shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.
7. Employer(s) shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

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8. Employer(s) shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.* including, but not limited to, penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 245.8, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and IWC Wage Order, § 20.

If the Department of Industrial Relations including the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to the undersigned.

Thank you for your prompt attention to this matter.

MOON & YANG, APC



ROY K. SUH

Attorneys for JAMIL JOHNSON

ATTACHMENT
DRAFT COMPLAINT

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VERONICA GARCIA, and JAMIL
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO – CIVIL DIVISION

JORDON NORRIS, VERONICA GARCIA, and
JAMIL JOHNSON, individually on behalf of
themselves, and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

v.

SCHILLING ROBOTICS, LLC, a limited liability
company; FMC TECHNOLOGIES, INC., a
Delaware corporation; EQ TALENT SOLUTIONS,
LLC, a limited liability company; ROBERT
GLOVER, a natural person (previously identified as
DOE 1), and DOES 2 through 10, inclusive,

Defendants.

Case No.: CV2021-2251

*Assigned for All Purposes to the Honorable
Samuel T. McAdam, Department 10*

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226 & IWC Wage Order § 7];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, *et seq.*]

DEMAND FOR JURY TRIAL

PAGA Case No.

LWDA-CM-859553-21: December 24, 2021

Action Filed: December 29, 2021

FAC Filed: May 24, 2022

Trial Date: None Set

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1 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiff Jordon Norris, Plaintiff Veronica Garcia, and Plaintiff Jamil Johnson (“Plaintiffs”),
3 based upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Schilling Robotics, LLC, FMC
7 Technologies, Inc., EQ Talent Solutions, LLC, Defendant Robert Glover, who was previously identified
8 as Doe 1, and Does 2 through 10 (Defendants are collectively referred to as “Defendants”) for California
9 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay minimum
10 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit
11 rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely
12 pay all wages during employment, failure to timely pay all wages to terminated employees, failure to
13 indemnify necessary business expenses, and failure to furnish accurate wage statements and
14 employment records.

15 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
16 action on behalf of themselves and certain current and former employees of Defendants (hereinafter
17 collectively referred to as the “Class” or “Class Members” and defined more fully below). The Class
18 consists of Plaintiffs and all other persons who have been employed by any Defendants in California as
19 an hourly-paid, non-exempt employee during the statute of limitations period applicable to the claims
20 pleaded here.

21 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the California
22 Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiffs, the State
23 of California, and past and present non-exempt, hourly-paid employees of Defendants who worked in
24 California during the applicable statute of limitations period (hereinafter referred to as the “Aggrieved
25 Employees”).

26 4. Defendants own/owned and operate/operated an industry, business, and establishment
27 within the State of California, including Yolo County. As such, and based upon all the facts and
28 circumstances incident to Defendants’ business in California, Defendants are subject to the California

1 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California
2 Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants maintained a
4 systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum wages, and
6 overtime wages in compliance with the California Labor Code and IWC Wage
7 Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing to
10 maintain accurate records of all meal periods taken or missed, and failing to pay
11 an additional hour’s pay for each workday a meal period violation occurred;
- 12 (c) Failing to authorize and permit employees to take timely and duty-free rest
13 periods in compliance with the California Labor Code and IWC Wage Orders,
14 and failing to pay an additional hour’s pay for each workday a rest period
15 violation occurred;
- 16 (d) Failing to indemnify employees for necessary business expenses incurred;
- 17 (e) Willfully failing to pay employees all minimum wages, overtime wages, meal
18 period premium wages, and rest period premium wages due within the time period
19 specified by California law when employment terminates; and
- 20 (f) Failing to maintain accurate records of the hours that employees worked; and
- 21 (g) Failing to provide employees with accurate, itemized wage statements containing
22 all the information required by the California Labor Code and IWC Wage Orders.

23 6. On information and belief, Defendants, and each of them were on actual and constructive
24 notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
25 Defendants’ violations, as alleged above, during all relevant times herein were willful and deliberate.

26 7. At all relevant times, Defendants were and are legally responsible for all of the unlawful
27 conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs
28 as the employer of Plaintiffs, the Class and Aggrieved Employees. Further, Defendants are responsible

1 for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat
2 superior”.

3 **THE PARTIES**

4 **A. Plaintiffs**

5 8. Plaintiff Norris is a California resident that worked for Defendants in the County of Yolo,
6 State of California, as a warehouse associate from approximately May 2021 to June 2021.

7 9. Plaintiff Garcia is a former California resident that worked for Defendants in the County
8 of Yolo, State of California, as a non-exempt employee from approximately July 2019 to August 2020.

9 10. Plaintiff Johnson is a California resident that worked for Defendants in the County of
10 Yolo, State of California, as a warehouse associate from approximately May 2021 to July 2021.

11 11. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if
12 necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and*
13 *Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

14 **B. Defendants**

15 12. Plaintiffs are informed and believe, and based upon that information and belief allege,
16 that Defendant Schilling Robotics, LLC is:

17 (a) A limited liability company with its principal place of business in Yolo,
18 California;

19 (b) A business entity conducting business in numerous counties throughout the State
20 of California, including in Yolo County;

21 (c) The former employer of Plaintiffs, and the current and/or former employer of the
22 putative Class, who, along with the other Defendants, suffered and permitted
23 Plaintiffs, the Class and Aggrieved Employees to work, and/or controlled their
24 wages, hours, or working conditions; and

25 (d) At all times mentioned herein, Defendants, and each of them, were joint
26 employers of Plaintiffs, the Class and Aggrieved Employees.

27 13. Plaintiffs are informed and believe, and based upon that information and belief allege,
28 that Defendant FMC Technologies, Inc. is:

- (a) A Delaware corporation with its principal place of business in Yolo, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Yolo County;
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class, who, along with the other Defendants, suffered and permitted Plaintiffs, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiffs, the Class and Aggrieved Employees.

14. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant EQ Talent Solutions, LLC is:

- (a) A limited liability company with its principal place of business in Yolo, California while doing business in California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Yolo County;
- (c) The former employer of Plaintiff Norris and Plaintiff Johnson, and the current and/or former employer of the putative Class, who, along with the other Defendants, suffered and permitted Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees.

15. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Robert Glover, who was previously identified as Doe 1 is:

- (a) A natural person with a principal place of business in Yolo, California while doing business in California;
- (b) A business entity conducting business in numerous counties throughout the State

of California, including in Yolo County;

(c) The former employer of Plaintiff Norris and Plaintiff Johnson, and the current and/or former employer of the putative Class, who, along with the other Defendants, suffered and permitted Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants, and each of them, were joint employers of Plaintiff Norris and Plaintiff Johnson, the Class and Aggrieved Employees.

16. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 2-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class and Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

17. At all times mentioned herein, the Defendants named as Does 2-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class and Aggrieved Employees in the State of California.

18. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the

relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Plaintiff Norris is a California resident who worked for Defendants in the County of Yolo, State of California, as a warehouse associate, from approximately May 2021 to June 2021. During the statutory period, Defendants classified Plaintiff Norris as non-exempt from California's overtime requirements, and paid Plaintiff Norris an hourly wage.

20. Plaintiff Garcia is a former California resident that worked for Defendants in the County of Yolo, State of California, as a non-exempt employee from approximately July 2019 to August 2020. During the statutory period, Defendants classified Plaintiff Garcia as non-exempt from California's overtime requirements, and paid Plaintiff Garcia an hourly wage.

21. Plaintiff Johnson is a former California resident that worked for Defendants in the County of Yolo, State of California, as a non-exempt employee from approximately May 2021 to July 2021. During the statutory period, Defendants classified Plaintiff Johnson as non-exempt from California's overtime requirements, and paid Plaintiff Johnson an hourly wage.

22. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked (including minimum wages and overtime wages), failed to provide Plaintiffs with uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final wages to Plaintiffs throughout their employment period and when Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage statements and other employment records to Plaintiffs upon reasonable request. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

23. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class and Aggrieved Employees for all hours worked, including all overtime wages. Plaintiffs, the Class and Aggrieved Employees were not paid for all time worked, but instead Defendants paid Plaintiffs, the Class and Aggrieved Employees based on their schedules including under a supposed alternative or alternate workweek schedule policy designated for Defendants' workplace address where Plaintiffs, the Class and Aggrieved Employees did not work and under an

1 alternative or alternate workweek schedule that was not uniformly applied to Plaintiffs, the Class and
2 Aggrieved Employees where they worked. As a result, Plaintiffs, the Class and Aggrieved Employees
3 were not paid for the time they arrived early for work to perform pre-clock-in activities such as COVID
4 screening and waiting in line in order to undergo this screening. Further, Plaintiffs, the Class and
5 Aggrieved Employees stayed after their regular shifts to perform additional work or performed work-
6 related tasks away from Defendants' regular workplace facilities but were not compensated for this
7 time. Defendants failed to record and maintain the actual hours worked by Plaintiffs, the Class and
8 Aggrieved Employees. Also, Defendants supposedly maintained a so-called "bell system" for meal
9 breaks when all operations were supposedly to cease and all employees were relieved of their duties at
10 the same time. However, Defendants' time records showing the start times and end times of Plaintiffs,
11 the Class and Aggrieved Employees' shifts and meal periods demonstrate that Defendants did not cease
12 operations at the same time, and that Defendants automatically deducted 30 minutes for meal breaks.
13 Moreover, in those instances where Plaintiffs, the Class and Aggrieved Employees were unable to take
14 a meal break immediately at the times when their so-called meal periods were to commence, they were
15 not compensated for all time worked. In maintaining a practice of not paying all wages owed,
16 Defendants failed to maintain accurate records of the hours Plaintiffs, the Class and Aggrieved
17 Employees worked.

18 24. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiffs,
19 the Class and Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but
20 not always, required Plaintiffs, the Class and Aggrieved Employees to work in excess of five
21 consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal
22 periods for every five hours of work, or without compensating Plaintiffs, the Class and Aggrieved
23 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of
24 work. Defendants also did not adequately inform Plaintiffs, the Class and Aggrieved Employees of their
25 right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
26 the end of the tenth hour of work. Defendants automatically deducted meal breaks, and failed to record
27 meal breaks. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs,
28 the Class and Aggrieved Employees in compliance with California law.

1 25. Throughout the statutory period, Defendants have wrongfully failed to authorize and
2 permit Plaintiffs, the Class and Aggrieved Employees to take timely and duty-free rest periods.
3 Defendants sometimes, but not always, required Plaintiffs, the Class and Aggrieved Employees to work
4 in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a
5 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of
6 four hours), or without compensating Plaintiffs, the Class and Aggrieved Employees for rest periods
7 that were not authorized or permitted. Defendants also did not adequately inform Plaintiffs, the Class
8 and Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
9 adequate policies or practices permitting or authorizing rest periods for Plaintiffs, the Class and
10 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of
11 rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiffs, the
12 Class and Aggrieved Employees were taking their required rest periods. Accordingly, Defendants'
13 policy and practice was to not authorize and permit Plaintiffs, the Class and Aggrieved Employees to
14 take rest periods in compliance with California law.

15 26. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the Class and
16 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
17 Defendants without reimbursement including the use of cellphones and mobile data use, for personal
18 protective equipment, and for travel related expenses.

19 27. Throughout the statutory period, Defendants failed to provide adequate and suitable
20 seating to its employees, despite the fact that seating was possible for its employees throughout the
21 workday.

22 28. Throughout the statutory period, Defendants willfully failed and refused to timely pay
23 Plaintiffs, the Class and Aggrieved Employees during their employment and at the conclusion of their
24 employment all wages for all minimum wages, overtime wages, meal period premium wages, and rest
25 period premium wages. Defendants also did not pay the final wages timely after termination. Defendants
26 also failed to pay Plaintiffs, the Class and Aggrieved Employees their final paychecks in a timely manner
27 promptly upon termination.

28 29. Throughout the statutory period, Defendant EQ Talent Solutions, LLC and Defendant

1 Robert Glover staffed Plaintiff, Class Members and Aggrieved Employees to work for one or more of
2 the other Defendants. As a result, Plaintiffs are informed and believe Defendant EQ Talent Solutions,
3 LLC and Defendant Robert Glover were an employing unit that contracted with clients or customers to
4 supply Plaintiff, Class Members and Aggrieved Employees as workers to perform services for the other
5 Defendants, who qualify as Defendant EQ Talent Solutions, LLC and Defendant Robert Glover's clients
6 or customers and that Defendant EQ Talent Solutions, LLC and Defendant Robert Glover performed all
7 of the following functions: (A) negotiated with clients and customers for matters such as the time and
8 place where the services are to be provided, the type of work, the working conditions, and the quality
9 and price of the services; (B) determined assignments or reassignments of Plaintiff, Class Members and
10 Aggrieved Employees, even if Plaintiffs, Class Members and Aggrieved Employees retained the right
11 to refuse specific assignments; (C) retained the authority to assign or reassign Plaintiff, Class Members
12 and Aggrieved Employees to another client or customer when the Plaintiffs, Class Members and
13 Aggrieved Employees was determined unacceptable by a specific client or customer; (D) assigned or
14 reassigned Plaintiffs, Class Members and Aggrieved Employees to perform services for clients or
15 customers; (E) set the rate of pay of Plaintiffs, Class Members and Aggrieved Employees, whether or
16 not through negotiation; (F) paid Plaintiffs, Class Members and Aggrieved Employees from their own
17 account or accounts; and (G) retained the right to hire and terminate Plaintiffs, Class Members and
18 Aggrieved Employees. As such, Plaintiffs contend Defendant EQ Talent Solutions, LLC and Defendant
19 Robert Glover or at least one of them is a "temporary services employer" within the meaning of Labor
20 Code § 201.3(a).

21 30. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class and
22 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and
23 all gross and net wages earned (including correct hours worked, correct wages earned for hours worked,
24 correct overtime hours worked, correct wages for meal periods that were not provided in accordance
25 with California law, correct wages for rest periods that were not authorized and permitted to take in
26 accordance with California law, and Defendant's address). Further, the wage statements do not show
27 Defendant's address as required by California law. As a result of these violations of California Labor
28 Code § 226(a), the Plaintiffs, the Class and Aggrieved Employees suffered injury because, among other

things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class and Aggrieved Employees were entitled, and Plaintiffs, the Class and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

31. Thus, Plaintiffs, the Class and Aggrieved Employees are owed the amounts provided for

1 in California Labor Code § 226(e), including actual damages.

2 **CLASS ACTION ALLEGATIONS**

3 32. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
4 persons similarly situated, and thus, seek class certification under California Code of Civil Procedure §
5 382.

6 33. All claims alleged herein arise under California law for which Plaintiffs seek relief
7 authorized by California law.

8 34. The proposed Class consists of and is defined as:

9 All persons who worked for any Defendant in California as an hourly, non-exempt
10 employee at any time during the period beginning four years before the filing of the
initial complaint in this action and ending when notice to the Class is sent.

11 35. At all material times, Plaintiffs were members of the Class.

12 36. Plaintiffs undertake this concerted activity to improve the wages and working conditions
13 of all Class Members.

14 37. There is a well-defined community of interest in the litigation and the Class is readily
15 ascertainable:

16 (a) Numerosity: The members of the Class (and each subclass, if any) are so
17 numerous that joinder of all members would be unfeasible and impractical. The
18 membership of the entire Class is unknown to Plaintiffs at this time, however, the
19 Class is estimated to be greater than 100 individuals and the identity of such
20 membership is readily ascertainable by inspection of Defendants' records.

21 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined
23 community of interest, and Plaintiffs' claims (or defenses, if any) are typical of
24 all Class Members' claims as demonstrated herein.

25 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the
26 interests of each Class Member with whom there is a shared, well-defined
27 community of interest and typicality of claims, as demonstrated herein. Plaintiffs
28 have no conflicts with or interests antagonistic to any Class Member. Plaintiffs'

attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

38. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages,

and overtime wages;

- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

39. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual

members of the class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants;
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and
- 3) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

40. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

41. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

42. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

43. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs,

1 the Class and Aggrieved Employees compensation for all hours they worked. By their failure to pay
2 compensation for each hour worked as alleged above, Defendants willfully violated the provisions of
3 Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require
4 such compensation to non-exempt employees.

5 44. Accordingly, Plaintiffs, the Class and Aggrieved Employees are entitled to recover
6 minimum wages for all non-overtime hours worked for Defendants.

7 45. By and through the conduct described above, Plaintiffs, the Class and Aggrieved
8 Employees have been deprived of their rights to be paid wages earned by virtue of their employment
9 with Defendants.

10 46. By virtue of the Defendants' unlawful failure to pay additional compensation to
11 Plaintiffs, the Class and Aggrieved Employees for their non-overtime hours worked without pay,
12 Plaintiffs, the Class and Aggrieved Employees suffered, and will continue to suffer, damages in amounts
13 which are presently unknown to Plaintiffs, the Class and Aggrieved Employees, but which exceed the
14 jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

15 47. By failing to keep adequate time records required by California Labor Code § 1174(d),
16 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
17 Plaintiffs, the Class and Aggrieved Employees.

18 48. Pursuant to California Labor Code section 1194.2, Plaintiffs, the Class and Aggrieved
19 Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay
20 minimum wages.

21 49. California Labor Code section 204 requires employers to provide employees with all
22 wages due and payable twice a month. Throughout the statute of limitations period applicable to this
23 cause of action, Plaintiffs, the Class and Aggrieved Employees were entitled to be paid twice a month
24 at rates required by law, including minimum wages. However, during all such times, Defendants
25 systematically failed and refused to pay Plaintiffs, the Class and Aggrieved Employees all such wages
26 due, and failed to pay those wages twice a month.

27 50. Plaintiffs, the Class and Aggrieved Employees are also entitled to seek recovery of all
28 unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor

Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 31 and all other allegations consistent with this cause of action in this Complaint.

52. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

53. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

54. At all times relevant hereto, Plaintiffs, the Class and Aggrieved Employees have worked more than eight hours in a workday, as employees of Defendants.

55. At all times relevant hereto, Defendants failed to pay Plaintiffs, the Class and Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs, the Class and Aggrieved Employees were regularly required to work overtime hours.

56. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs, the Class and Aggrieved Employees for their overtime hours worked, Plaintiffs, the Class and Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

57. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs, the Class and Aggrieved Employees.

58. Plaintiffs, the Class and Aggrieved Employees also request recovery of overtime

1 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code
2 § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided
3 by the California Labor Code and/or other statutes.

4 59. California Labor Code § 204 requires employers to provide employees with all wages
5 due and payable twice a month. The Wage Orders also provide that every employer shall pay to each
6 employee, on the established payday for the period involved, overtime wages for all overtime hours
7 worked in the payroll period. Defendants failed to provide Plaintiffs, the Class and Aggrieved
8 Employees with all compensation due, in violation of California Labor Code § 204.

9
10 **THIRD CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Provide Meal Periods)**

12 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
13 through 31 and all other allegations consistent with this cause of action in this Complaint.

14 61. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs,
15 the Class and Aggrieved Employees of all duty in order to take their daily meal periods no later than the
16 start of Plaintiffs, the Class and Aggrieved Employees' sixth hour of work in a workday, and to take
17 their second meal periods no later than the start of the eleventh hour of work in the workday. Section
18 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an
19 employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
20 violation of Section 226.7 of the California Labor Code for an employer to require any employee to
21 work during any meal period mandated under any Wage Order.

22 62. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs, the
23 Class and Aggrieved Employees with both meal periods as required by California law. By their failure
24 to permit and authorize Plaintiffs, the Class and Aggrieved Employees to take all meal periods as alleged
25 above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
26 meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
27 Code and the applicable Wage Orders.

28 63. Under California law, Plaintiffs, the Class and Aggrieved Employees are entitled to be
paid one hour of additional wages for each workday he or she was not provided with all required meal

1 period(s), plus interest thereon.

2 **FOURTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

4 64. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
5 through 31 and all other allegations consistent with this cause of action in this Complaint.

6 65. Defendants are required by California law to authorize and permit breaks of 10
7 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two
8 hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer
9 permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period
10 worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is
11 entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of
12 California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an
13 employer to require any employee to work during any rest period mandated under any Wage Order.

14 66. Despite these legal requirements, Defendants failed to authorize Plaintiffs, the Class and
15 Aggrieved Employees to take rest breaks, regardless of whether employees worked more than 4 hours
16 in a workday. By their failure to permit and authorize Plaintiffs, the Class and Aggrieved Employees to
17 take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable
18 to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
19 of the California Labor Code and the applicable Wage Orders.

20 67. Under California law, Plaintiffs, the Class and Aggrieved Employees are entitled to be
21 paid one hour of premium wages for each workday he or she was not provided with all required rest
22 break(s), plus interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

25 68. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
26 through 31 and all other allegations consistent with this cause of action in this Complaint.

27 69. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to
28 pay and indemnify the Plaintiffs, the Class and Aggrieved Employees for their necessary expenditures

1 and losses incurred in direct consequence of the discharge of their duties or of their obedience to
2 directions of Defendants.

3 70. As a result, Plaintiffs, the Class and Aggrieved Employees were damaged at least in the
4 amounts of the expenses they paid, or which were deducted by Defendants from their wages.

5 71. Plaintiffs, the Class and Aggrieved Employees they represent are entitled to attorney's
6 fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor
7 Code section 2802(b).

8 **SIXTH CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 10 **Penalties)**

11 72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
12 through 31 and all other allegations consistent with this cause of action in this Complaint.

13 73. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an
14 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
15 payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
16 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has
17 given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
18 is entitled to his or her wages at the time of quitting.

19 74. Within the applicable statute of limitations, the employment of Plaintiffs and many other
20 members of the Class ended, i.e. were terminated by quitting or discharge, and the employment of others
21 will be. However, during the relevant time period, Defendants failed, and continue to fail to pay
22 terminated Class Members, without abatement, all wages required to be paid by California Labor Code
23 sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
24 Defendants' employ.

25 75. Defendants' failure to pay Plaintiffs and those Class members who are no longer
26 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two
27 (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
28 202.

1 76. California Labor Code § 203 provides that if an employer willfully fails to pay wages
2 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a
3 penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the
4 wages shall not continue for more than thirty (30) days.

5 77. Plaintiffs, the Class and Aggrieved Employees are entitled to recover from Defendants
6 their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up
7 to 30 days maximum pursuant to California Labor Code § 203.

8 78. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs, the Class and
9 Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and
10 costs incurred in this action.

11 **SEVENTH CAUSE OF ACTION**

12 **(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage**
13 **Records)**

14 79. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
15 through 31 and all other allegations consistent with this cause of action in this Complaint.

16 80. At all material times set forth herein, California Labor Code § 226(a) provides that every
17 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
18 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the
19 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is
20 paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
21 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
22 the period for which the employee is paid, (7) the name of the employee and the last four digits of his
23 or her social security number or an employee identification number other than a social security number,
24 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
25 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee.

27 81. At all material times set forth herein, IWC Wage Order, § 7 provides: "7. Records. (A)
28 Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer. (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request. (D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable."

82. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements, have failed to keep accurate information about employees for three years, and have failed to produce accurate information about employees upon reasonable requests. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the Class and Aggrieved Employees, the failure to list the true "total hours worked by the employee," the failure to list the true net wages earned, and the failure to keep time records showing when employees began and ended each work period including time records showing when employees began and ended meal periods.

1 83. As a result of Defendants' violations of California Labor Code § 226(a) and IWC Wage
2 Order, § 7, Plaintiffs, the Class and Aggrieved Employees have suffered injury and damage to their
3 statutorily-protected rights.

4 84. Specifically, Plaintiffs and the members of the Class have been injured by Defendants'
5 intentional violation of California Labor Code § 226(a) because they were denied both their legal right
6 to receive, and their protected interest in receiving, accurate, itemized wage statements under California
7 Labor Code § 226(a) and by Defendants' intentional violation of IWC Wage Order, § 7(C) because they
8 were denied both their legal right to receive, and their protected interest in receiving accurate records
9 with respect to their employment under IWC Wage Order, § 7.

10 85. Calculation of the true wage entitlement for Plaintiffs, the Class and Aggrieved
11 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiffs, the Class and
12 Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain
13 correct wage information following Defendants' refusal to comply with many of the mandates of
14 California's Labor Code and related laws and regulations.

15 86. Plaintiffs, the Class and Aggrieved Employees are entitled to recover from Defendants
16 their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a) and
17 IWC Wage Order, § 7.

18 87. Plaintiffs, the Class and Aggrieved Employees are also entitled to injunctive relief, as
19 well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to
20 California Labor Code § 226(h).

21 **EIGHTH CAUSE OF ACTION**

22 **(Against all Defendants for Violation of California Business & Professions Code)**

23 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
24 through 31 and all other allegations consistent with this cause of action in this Complaint.

25 89. Defendants, and each of them, are "persons" as defined under California Business &
26 Professions Code § 17201.

27 90. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
28 and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce

important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

91. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

92. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum Wages

93. Defendants' failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

94. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

95. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

96. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

97. Defendants' failure to authorize and permit rest periods in accordance with California

1 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair
2 activity prohibited by Business and Professions Code §§ 17200, *et seq.*

3 **Failure to Indemnify Necessary Business Expenses**

4 98. Defendants' failure to indemnify employees for necessary business expenses in
5 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes
6 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

7 **Failure to Provide Accurate Itemized Wage Statements**

8 99. Defendants' failure to provide accurate itemized wage statements in accordance with
9 California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by
10 California Business & Professions Code §§ 17200, *et seq.*

11 100. By and through their unfair, unlawful and/or fraudulent business practices described
12 herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all
13 persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable
14 rights and benefits guaranteed by law, all to their detriment.

15 101. Plaintiffs, the Class and Aggrieved Employees Members suffered monetary injury as a
16 direct result of Defendants' wrongful conduct.

17 102. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled to, and
18 do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have
19 wrongfully acquired, or of which Plaintiffs, the Class and Aggrieved Employees have been deprived,
20 by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs, the
21 Class and Aggrieved Employees are not obligated to establish individual knowledge of the wrongful
22 practices of Defendants in order to recover restitution.

23 103. Plaintiffs, individually, and on behalf of members of the putative class, are further
24 entitled to and do seek a declaration that the above described business practices are unfair, unlawful
25 and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in
26 any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

27 104. Plaintiffs, individually, and on behalf of members of the putative class, have no plain,
28 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a

1 consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the
2 unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on
3 behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm
4 unless the Defendants, and each of them, are restrained from continuing to engage in said unfair,
5 unlawful and/or fraudulent business practices.

6 105. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein
7 above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

8 106. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and
9 putative Class Members are entitled to restitution of the wages withheld and retained by Defendants
10 during a period that commences four years prior to the filing of this complaint; a permanent injunction
11 requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of
12 attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and
13 an award of costs.

14 **NINTH CAUSE OF ACTION**

15 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004)**

16 107. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
17 through 31 and all other allegations consistent with this cause of action in this Complaint.

18 108. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
19 California and the applicable Industrial Welfare Commission Orders.

20 109. California Labor Code § 2699(a) specifically provides for a private right of action to
21 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
22 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
23 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
24 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
25 brought by an aggrieved employee on behalf of himself or herself and other current or former employees
26 pursuant to the procedures specified in Section 2699.3."

27 110. Plaintiff Norris has exhausted his administrative remedies pursuant to California Labor
28 Code § 2699.3. On December 24, 2021, Plaintiff Norris gave written notice, which is incorporated here

1 by reference, by online filing to the Labor and Workforce Development Agency and by certified mail
2 to Defendants of the specific provisions of the Labor Code that Defendants have violated against
3 Plaintiff Norris and certain current and former aggrieved employees, including the facts and theories to
4 support the violations. Plaintiff Norris also paid the filing fee. Plaintiff Norris's PAGA case number is
5 LWDA-CM-859553-21. On January 9, 2023, Plaintiff Norris amended Plaintiff Norris December 24,
6 2021 PAGA notice, which is incorporated here by reference.

7 111. More than 65 days have elapsed since Plaintiff Norris provided notice, but the Labor and
8 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code
9 violations discussed in the notice. Accordingly, Plaintiff Norris has commenced a civil action to recover
10 penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described
11 in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code
12 §§ 1194, 2802, 226, and 2699(f)(2).

13 112. On or about December 9, 2022, Plaintiff Garcia gave written notice, which is
14 incorporated here by reference, by online filing to the Labor and Workforce Development Agency and
15 by certified mail to Defendant Schilling Robotics, LLC and Defendant FMC Technologies, Inc. of the
16 specific provisions of the Labor Code that Defendants have violated against Plaintiffs and certain current
17 and former aggrieved employees, including the facts and theories to support the violations. Plaintiff
18 Garcia also paid the filing fee. Plaintiff Garcia's PAGA case number is LWDA-CM-917710-22. While
19 not more than 65 days have lapsed since Plaintiff Garcia provided notice, Plaintiff Garcia is an aggrieved
20 employee, who is aware of Plaintiff Norris's PAGA case, Case No. LWDA-CM-859553-21, and is
21 aware the Labor and Workforce Development Agency has not indicated that it intends to investigate
22 Defendants' Labor Code violations discussed in Plaintiff Norris's notice. Accordingly, Plaintiff Garcia
23 qualifies as an aggrieved employee, whose allegations are being adjudicated now, and who wishes to
24 assist Plaintiff Norris's efforts to vindicate California's rights. (*See e.g., Williams v. Superior Court*
25 *(2017) 3 Cal.5th 531, 548; Kim v. Reins International California, Inc. (2020) 9 Cal.5th 73, 80, 82, 84;*
26 *Johnson v. Maxim Healthcare Services, Inc. (2021) 66 Cal.App.5th 924, 930.*) Hence, Plaintiff Garcia
27 may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for
28 the violations of the Labor Code and IWC Wage Orders described in this Complaint as a participant in

1 the existing action or alternatively as an independent action when 65 days lapse from Plaintiff Garcia's
2 notice. These penalties include, but are not limited to, penalties under California Labor Code §§ 1194,
3 2802, 226, and 2699(f)(2).

4 113. On or about January 9, 2023, Plaintiff Johnson gave written notice, which is incorporated
5 here by reference, by online filing to the Labor and Workforce Development Agency and by certified
6 mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against
7 Plaintiffs and certain current and former aggrieved employees, including the facts and theories to
8 support the violations. Plaintiff Johnson also paid the filing fee. Plaintiff Johnson's PAGA case number
9 is LWDA-CM-XXXXX-22. While not more than 65 days have lapsed since Plaintiff Johnson provided
10 notice, Plaintiff Johnson is an aggrieved employee, who is aware of Plaintiff Norris's PAGA case, Case
11 No. LWDA-CM-859553-21, and Plaintiff Garcia's PAGA case, Case No. LWDA-CM-917710-22, and
12 is aware the Labor and Workforce Development Agency has not indicated that it intends to investigate
13 Defendants' Labor Code violations discussed in Plaintiff Norris's notice and Plaintiff Garcia's notice.
14 Accordingly, Plaintiff Johnson qualifies as an aggrieved employee, whose allegations are being
15 adjudicated now, and who wishes to assist Plaintiff Norris's efforts and Plaintiff Garcia's efforts to
16 vindicate California's rights. (*See e.g., Williams v. Superior Court* (2017) 3 Cal.5th 531, 548; *Kim v.*
17 *Reins International California, Inc.* (2020) 9 Cal.5th 73, 80, 82, 84; *Johnson v. Maxim Healthcare*
18 *Services, Inc.* (2021) 66 Cal.App.5th 924, 930.) Hence, Plaintiff Johnson may commence a civil action
19 to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code
20 and IWC Wage Orders described in this Complaint as a participant in the existing action or alternatively
21 as an independent action when 65 days lapse from Plaintiff Johnson's notice. These penalties include,
22 but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

23 114. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor Code
24 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
25 labor who willfully fails to maintain accurate and complete records required by California Labor Code
26 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every
27 employer shall keep time records showing when the employee begins and ends each work period. Meal
28 periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable

1 IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable
2 rates of pay.

3 115. During the time period of employment for Plaintiffs and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders including, but not
5 limited to, by failing to maintain accurate records showing meal periods. Defendants' failure to provide
6 and maintain records required by the Labor Code and IWC Wage Orders deprived Plaintiffs and the
7 Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal
8 periods. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure
9 to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct
10 result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses
11 related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's
12 fees in seeking to compel Defendants to fully perform its obligation under state law, all to their
13 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to
14 comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees
15 have also suffered an injury in that they were prevented from knowing, understanding, and disputing
16 the wage payments paid to them.

17 116. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of
18 civil penalties on behalf of themselves, the State of California, and Aggrieved Employees of Defendants.
19 The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at
20 trial. These penalties are in addition to all other remedies permitted by law.

21 117. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to
22 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
23 entitled to an award of reasonable attorney's fees and costs."

24 **PRAYER FOR RELIEF**

25 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the
26 class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

27 **Class Certification**

28 1. That this action be certified as a class action with respect to the First, Second, Third,

Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiffs be appointed as representatives of the Class; and

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;

5. For general unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For general unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

1 17. For pre-judgment interest on any unpaid compensation commencing from the date such
2 amounts were due;

3 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
4 for costs of suit incurred herein; and

5 19. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Fourth Cause of Action

7 20. That the Court declare, adjudge and decree that Defendants violated California Labor
8 Code §§ 226.7 and 512, and applicable IWC Wage Orders;

9 21. For unpaid rest period premium wages as may be appropriate;

10 22. For pre-judgment interest on any unpaid compensation commencing from the date such
11 amounts were due;

12 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and
13 for costs of suit incurred herein; and

14 24. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Fifth Cause of Action

16 25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802
17 and applicable IWC Wage Orders;

18 26. For general unpaid wages and reimbursement of business expenses as may be
19 appropriate;

20 27. For pre-judgment interest on any unpaid compensation commencing from the date such
21 amounts were due;

22 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 29. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Sixth Cause of Action

25 30. That the Court declare, adjudge and decree that Defendants violated California Labor
26 Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination
27 of the employment;

28 31. For statutory wage penalties pursuant to California Labor Code § 203 for former

employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to maintain accurate employment records and by failing to pay all wages owed as alleged herein including, but not limited to, by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

1 44. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business & Professions Code §§ 17200, *et seq.*; and

3 45. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Ninth Cause of Action

5 46. That the Court declare, adjudge and decree that Defendants violated the California Labor
6 Code and applicable IWC Wage by failing to maintain accurate employment records and by failing to
7 pay all wages owed as alleged herein including, but not limited to, by failing to pay all minimum wages,
8 overtime wages, failing to provide meal periods, failing to maintain accurate records of meal periods,
9 failing to authorize and permit rest breaks, failing to indemnify necessary business expenses, failing to
10 timely pay final wages during employment, failing to timely pay final wages at termination, and failing
11 to provide accurate itemized wage statements;

12 47. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other
13 applicable Labor Code provisions for each and every violation of the Labor Code and applicable IWC
14 Wage Order provisions Defendants violated, as alleged herein;

15 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
16 Labor Code § 2699; and

17 49. For such other and further relief as the Court may deem equitable and appropriate.

18 As to all Causes of Action

19 50. For any additional relief that the Court deems just and proper.

20 Dated: January 9, 2023

Respectfully submitted,
MOON & YANG, APC

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23 By: _____
KANE MOON
ROY K. SUH

24 Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: January 9, 2023

MOON & YANG, APC

By: _____
KANE MOON
ROY K. SUH

Attorneys for Plaintiffs

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