

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (Cal. Bar No. 287811)
david@tomorrowlaw.com
Vedang J. Patel (Cal. Bar No. 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (Cal. Bar No. 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, BRANDON ALEXANDER LOW and
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

BRANDON ALEXANDER LOW, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

TRIPLE CANOPY, INC., a Illinois
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 37-2023-00007078-CU-OE-CTL

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff BRANDON ALEXANDER LOW (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, alleges as follows:

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Triple Canopy, Inc., and any of its respective subsidiaries or affiliated companies within the State of California (“Triple Canopy” and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as described herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (“Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, vaccinating migrants arriving into the United States and administrative work. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately November of 2022 through approximately December of 2022. Defendants paid (or purportedly paid) Plaintiff an hourly wage for his services.

1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon allege that defendant Triple
3 Canopy is, and at all times relevant hereto was, a corporation organized and existing under and by
4 virtue of the laws of the State of Illinois and doing business in the County of San Diego, State of
5 California.

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

19 **JOINT LIABILITY ALLEGATIONS**

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

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

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

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

11 **JURISDICTION AND VENUE**

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

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

23 12. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
24 Defendants during the applicable statutory period and suffered one or more of the Labor Code
25 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
26 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
27 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
28

1 reasonable attorneys' fees and costs, for Plaintiff and all other aggrieved current and former
2 employees of Defendants during the Civil Penalty Period.

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

7 14. During the period beginning one (1) year preceding the provision of notice to the
8 LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"),
9 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
10 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 404, 432, 432.3, 432.5, 432.6,
11 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198.5,
12 1527, 2699, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, and 8397.4.

13 15. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
14 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
15 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
16 specified in Labor Code section 2699.3.

17 16. On or around February 13, 2023, Plaintiff provided written notice pursuant to Labor
18 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
19 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
20 as well as by certified mail, with return receipt requested to Defendants, and each of them.

21 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
22 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
23 calendar days of the February 13, 2023 postmarked date of the herein-described notice sent by
24 Plaintiff to the LWDA and Defendants.

25 **FACTUAL BACKGROUND**

26 18. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members, and
28 Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a

1 result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty
2 (40) hours per week, and seven consecutive work days in a work week without being properly
3 compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per
4 week in a work week, and/or hours worked on the seventh consecutive work day in a work week
5 by, among other things: failing to accurately track and/or pay for all minutes actually worked;
6 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
7 by requiring employees: to come early to work and leave late work without being able to clock in
8 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
9 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
10 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
11 equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off
12 the clock, and/or go through security screenings and/or temperature checks off the clock; failing to
13 include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
14 allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay
15 for the pay periods where overtime was worked and the additional compensation was earned for the
16 purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries,
17 editing and/or manipulation of time entries to show less hours than actually worked, and for paying
18 straight pay instead of overtime pay to the detriment of Plaintiff, Class Members and other
19 Aggrieved Employees.

20 19. For at least four (4) years prior to the filing of this Action and continuing to the
21 present, Defendants had and have a practice or policy of failing to compensate Plaintiff, Class
22 Members, and Aggrieved Employees with minimum wages for all hours worked or otherwise under
23 Defendants' control as a result of, without limitation: failing to accurately track and/or pay for all
24 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
25 including, without limitation, by requiring employees: to come early to work and leave late work
26 without being able to clock in for all that time, to suffer under Employer's control due to long lines
27 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
28 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff

1 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
2 phone calls or drive off the clock, and/or go through security screenings and/or temperature checks
3 off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time
4 entries to show less hours than actually worked; and failing to pay split shift premiums. In addition,
5 Plaintiff, Class Members, and Aggrieved Employees were required to report to work, and did report,
6 but were not put to work and/or were furnished less than half their usual or scheduled day's work
7 without being paid for half the usual or scheduled work at their regular rate of pay. As a result,
8 Defendants failed to pay minimum wages to Plaintiff, Class Members, and Aggrieved Employees,
9 or some of them, in violation of California state wage and hour laws to the detriment of Plaintiff,
10 Class Members, and Aggrieved Employees.

11 20. For at least four (4) years prior to the filing of this Action and continuing to the
12 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and Aggrieved
13 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
14 which they worked more than five (5) hours in a work day and a second thirty (30) minute
15 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day.
16 Moreover, Defendants failed to provide compensation for such unprovided meal periods as required
17 by California wage and hour laws including, without limitation: by interrupting meal periods; failing
18 to provide timely meal periods; failing to provide first and second meal periods; providing short
19 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
20 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
21 periods; and auto-deducting meal periods that could not be auto-deducted by law or during which
22 employees worked.

23 21. For at least four (4) years prior to the filing of this Action and continuing to the
24 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
25 Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
26 hours worked or major fraction thereof and failed to provide compensation for such unprovided rest
27 periods as required by California wage and hour laws by, without limitation: failing to provide rest
28 periods all together; requiring that they be bundled together and/or with meal periods; interrupting

1 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
2 providing them in a timely fashion; and not permitting employees to leave the premises; and
3 otherwise requiring on-duty/on-call rest periods.

4 22. For at least four (4) years prior to the filing of this Action and continuing to the
5 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
6 Aggrieved Employees, or some of them, to take preventative cool-down rest periods of at least five
7 (5) minutes when they felt the need to do so to protect themselves from overheating as required by
8 California Code of Regulations, Title 8, Section 3395, and failed to provide compensation for such
9 unprovided cool-down rest periods as required by Labor Code sections 226.7, by, without limitation:
10 failing to allow for cool-down rest periods all together; not encouraging employees to access and/or
11 remain in the shade; and otherwise requiring employees to work before signs or symptoms of heat
12 illness have been abated.

13 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff, Class Members and Aggrieved Employees with the amount of paid
15 sick leave required to be provided pursuant to California and local laws (including, without
16 limitation, Labor Code section 246, *et seq.* Furthermore, Defendants failed to pay sick pay at the
17 proper regular rate of pay, did not permit the use of paid sick leave upon request by Plaintiff, Class
18 Members, or Aggrieved Employees, or some of them, and are liable for civil penalties under Labor
19 Code sections 558 and 2699.

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

26 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to reimburse deposits made, including uniform deposits together with all interest owed at
28 the separation of employment in violation of Labor Code section 404, entitling Plaintiff, Class

1 Members, and Aggrieved Employees to damages in the amount of the deposit and accrued interest,
2 and Defendants would also be liable for civil penalties under Labor Code sections 558 and 2699.

3 26. At all relevant times mentioned herein, Defendants have, at times, failed to furnish
4 Plaintiff, Class Members, and Aggrieved Employees, or some of them, with itemized wage
5 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
6 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
7 of hours worked at each hourly rate; and other such information as required by Labor Code section
8 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
9 an accurate calculation of gross and net wages earned, as well as gross and net wages paid.

10 27. For at least one (1) year prior to the filing of this action and continuing to the present,
11 Defendants have, at times, failed to pay Plaintiff, Class Members, and Aggrieved Employees, or
12 some of them, the full amount of their wages for labor performed in a timely fashion as required
13 under Labor Code section 204, and are liable for civil penalties under Labor Code sections 210, 556,
14 and 2699.

15 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to timely pay Plaintiff, Class Members, and other Aggrieved Employees, or some of them,
17 among other wages, all wages owed as a result of Defendants' practice or policy of failing to pay,
18 among other wages, overtime wages, minimum wages, premium wages, paid time off and vacation
19 time owed as required by Labor Code sections 201, 202, and 203

20 29. For at least three (3) years prior to the filing of this action and continuing to the
21 present, Defendants have, at times, failed to indemnify Plaintiff, Class Members, and Aggrieved
22 Employees, or some of them, for the costs incurred for driving personal vehicles (*i.e.*, mileage and
23 gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory
24 uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of
25 cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or
26 of their obedience to the directions of Defendants, as required by Labor Code section 2802.

27 30. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have had a consistent policy of failing to provide Plaintiff, Class Members, and

1 Aggrieved Employees, or some of them, within the State of California with compensation at their
2 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

3 31. At all relevant times mentioned herein, Defendants had and have a policy or practice,
4 that failed to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage
5 Theft Protection Act of 2011) by, among other things, failing to provide Plaintiff, Class Members,
6 and Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their
7 employment, allowances claimed as part of the minimum wage, the regular payday designated by
8 Defendants, the name of the employer, including any “doing business as” names used, the name,
9 address and telephone number of the workers’ compensation insurance carrier, information
10 regarding paid sick leave, and other pertinent information required to be disclosed by Defendants
11 under Labor Code section 2810.5.

12 32. At all relevant times mentioned herein, Defendants had and have a policy or practice
13 of preventing Plaintiff, Class Members, and Aggrieved Employees from using or disclosing the
14 skills, knowledge and experience they obtained working for Defendants for purposes of competing
15 with Defendants, including, without limitation, preventing Plaintiff, Class Members, and Aggrieved
16 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
17 from disclosing who else works for Defendants and under what circumstances that they might be
18 receptive to an offer from a rival employer. As such, this violates Business and Professions Code
19 sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code,
20 including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Defendants are liable for
21 civil penalties pursuant to Labor Code section 2699.

22 33. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of preventing Plaintiff, Class Members, and/or other Aggrieved Employees from disclosing
24 violations of state and federal law, either within Defendants to their managers or outside to private
25 attorneys or government officials, among others, in violation of Business and Professions Code
26 section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Plaintiff is informed
27 and believes that Defendants’ herein-described policies and/or practices prevent Plaintiff, Class
28 Members, and/or other Aggrieved Employees from disclosing information about unsafe or

1 discriminatory working conditions, or about wage and hour violations in violation of Labor Code
2 section 232 and 232.5, and Defendants would also be liable for civil penalties under Labor Code
3 sections 558 and 2699.

4 34. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of preventing Plaintiff and/or other Aggrieved Employees from engaging in lawful conduct during
6 non-work hours, thus violating state statutes entitling employees to disclose wages, working
7 conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision
8 (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful
9 conduct includes the exercise of Plaintiff's and/or other Aggrieved Employee's constitutional rights
10 of freedom of speech and economic liberty.

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

15 36. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
16 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
17 227.3, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8,
18 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
19 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
20 failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of
21 pay, other such provisions of California law, and reasonable attorneys' fees and costs.

22 37. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
23 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
24 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
25 appropriate and effective means to prevent further violations, as well as all monies owed but
26 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
27 restitution of amounts owed.

28 ///

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

CLASS ACTION ALLEGATIONS

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

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

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

A. Numerosity

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

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

B. Commonality

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

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee’s regular rate of pay and a rate of pay that

1 is greater than the applicable minimum wage?

2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
3 Class Members to take compliant meal periods?

4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
5 with additional wages for missed or interrupted meal periods?

6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
7 Class Members to take compliant rest periods?

8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
9 with additional wages for missed rest periods?

10 G. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed recovery periods?

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

14 I. Are Defendants liable to Class Members for waiting time penalties under Labor Code
15 section 203?

16 J. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
17 Class Members with accurate wage statements?

18 K. Did Defendants fail to pay Class Members in a timely fashion as required under
19 Labor Code section 204?

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

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

25 N. Did Defendants violate Labor Code section 246 by failing to properly pay or
26 otherwise comply with statutory sick leave requirements?

27 O. Did Defendants require employees violate Bus. & Prof. Code Sections 16600 or
28 16700, or Labor Code Sections 232, 232.5, 1197.5 and/or 1102.5 by precluding

employees from discussing their salaries or talking about their working conditions (including, without limitation, with co-workers and prospective employers)?

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

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

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

S. Are Class Members entitled to interest?

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

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

1 preclude its maintenance as a class action.

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Overtime Wages – Against All Defendants)**

4 48. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth herein.

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

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

13 51. At all times relevant to this Complaint, Labor Code section 510 further provided that
14 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
15 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
16 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
17 pay.”

18 52. Four (4) years prior to the filing of the Complaint in this Action through the present,
19 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
20 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
21 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
22 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
23 actually worked; engaging, suffering, or permitting employees to work off the clock, including,
24 without limitation, by requiring employees: to come early to work and leave late work without being
25 able to clock in for all that time, to suffer under Defendants’ control due to long lines for clocking
26 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
27 for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
28 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or

1 drive off the clock, and/or go through security screenings and/or temperature checks off the clock;
2 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
3 meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate
4 of pay for the pay periods where overtime was worked and the additional compensation was earned
5 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
6 entries, editing and/or manipulation of time entries to show less hours than actually worked, and for
7 paying straight pay instead of overtime pay to the detriment of Plaintiff and Class Members.

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

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

17 **SECOND CAUSE OF ACTION**

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

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

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

23 57. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
24 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
25 Defendants' control.

26 58. For four (4) years prior to the filing of the Complaint in this Action through the
27 present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked
28 at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting

1 employees to work off the clock, including, without limitation, by requiring employees: to come
2 early to work and leave late work without being able to clock in for all that time, to suffer under
3 Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in
4 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
5 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
6 company meetings off the clock, to make phone calls or drive off the clock, , and/or go through
7 security screenings and/or temperature checks off the clock; detrimental rounding of employee time
8 entries; editing and/or manipulation of time entries to show less hours than actually worked; failing
9 to pay split shift premiums; and failing to pay or properly pay sick pay to the detriment of Plaintiff
10 and Class Members. In addition, Plaintiff and Class Members were required to report to work, and
11 did report, but were not put to work and/or were furnished less than half their usual or scheduled
12 day's work without being paid for half the usual or scheduled work at their regular rate of pay. In
13 addition, Plaintiff and the Class Members had amounts unlawfully deducted and/or withheld from
14 their wages in violation of Labor Code sections 221 and 223.

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

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

22 **THIRD CAUSE OF ACTION**

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

24 61. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs as though fully set forth herein.

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

28 63. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall

1 employ an employee for a work period of more than five (5) hours without a timely meal break of
2 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
3 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
4 per day without providing the employee with a second timely meal period of not less than thirty (30)
5 minutes in which the employee is relieved of all of his or her duties.

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

10 65. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
12 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
13 permitted, including, without limitation: by interrupting meal periods; failing to provide timely meal
14 periods; failing to provide first and second meal periods; providing short meal periods; requiring
15 that employees carry cellular telephones or walkie-talkies during meal periods; not permitting
16 employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-
17 deducting meal periods that could not be auto-deducted by law or during which employees worked.
18 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
19 Member's regular rate of compensation on the occasions that Class Members were not provided
20 compliant meal periods.

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

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

28 68. Plaintiff and Class Members are entitled to recover the full amount of their unpaid

1 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
2 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
3 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

4 **FOURTH CAUSE OF ACTION**

5 **(Failure to Provide Rest and Recovery Periods – Against All Defendants)**

6 69. Plaintiff realleges and incorporates by reference all of the allegations contained in
7 the preceding paragraphs as though fully set forth herein.

8 70. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by applicable Wage Orders and California Code of Regulations,
10 Title 8, Section 3395.

11 71. California law and applicable Wage Orders require that employers “authorize and
12 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
13 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
14 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
15 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
16 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
17 thirty (30) minutes of paid rest period.

18 72. For four (4) years prior to the filing of the Complaint in this Action through the
19 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
20 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
21 thereof, including, without limitation, due to Defendants: failing to provide rest periods all together;
22 requiring that they be bundled together and/or with meal periods; interrupting them; requiring that
23 employees carry cellular telephones or walkie-talkies during rest periods not providing them in a
24 timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-
25 duty/on-call rest periods. Moreover, at times, Defendants failed to provide one (1) additional hour
26 of pay at the Class Member's regular rate of compensation on the occasions that Class Members
27 were not authorized or permitted to take compliant rest periods.

28 73. California Code of Regulations, Title 8, Section 3395 requires that employees be

1 allowed and encourage to take a preventative cool-down rest in the shade when they feel the need
2 to do so to protect themselves from overheating, such access to shade shall be permitted at all times,
3 and employees who take a preventative cool-down rest shall be monitored, asked if they are
4 experiencing symptoms of heat illness, shall be encouraged to remain in the shade, and shall not be
5 ordered back to work until any signs or symptoms of heat illness have abated, but in no event less
6 than five (5) minutes in addition to the time needed to access the shade.

7 74. For at least four (4) years prior to the filing of this Action and continuing to the
8 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
9 some of them, to take preventative cool-down rest periods of at least five (5) minutes when they felt
10 the need to do so to protect themselves from overheating, by, without limitation: failing to allow for
11 cool-down rest periods all together; not encouraging employees to access and/or remain in the shade;
12 and otherwise requiring employees to work before signs or symptoms of heat illness have been
13 abated.

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

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

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

26 78. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant rest and recovery periods, in amounts to be determined at
28 trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226

1 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FIFTH CAUSE OF ACTION**

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

4 79. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth herein.

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

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

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

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

28 84. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to

1 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
2 resignation, until paid, up to a maximum of thirty (30) days.

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

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

9 **SIXTH CAUSE OF ACTION**

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

11 87. Plaintiff realleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs as though fully set forth herein.

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

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

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

1 employees with an accurate calculation of gross and net wages earned, as well as gross and net
2 wages paid.

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

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

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

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

22 **SEVENTH CAUSE OF ACTION**

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

24 95. Plaintiff reallege each and every allegation set forth in the preceding paragraphs and
25 incorporate each by reference as though fully set forth herein.

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

28 97. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th

1 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
2 during which the labor was performed, and labor performed between the 16th and the last day,
3 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
4 month.”

5 98. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
6 independent and apart from, any other penalty provided in this article, every person who fails to pay
7 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
8 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
9 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
10 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
11 percent of the amount unlawfully withheld.”

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

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

21 101. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
22 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
23 interest, and their costs of suit, as well.

24 **EIGHTH CAUSE OF ACTION**

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

26 102. Plaintiff reallege and incorporate by reference all of the allegations contained in the
27 preceding paragraphs as though fully set forth herein.

28 103. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

2 104. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
3 his or her employee for all necessary expenditures or losses incurred by the employee in direct
4 consequence of the discharge of his or her duties . . .”

5 105. For three (3) years prior to the filing of the Complaint in this Action through the
6 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
7 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
8 obedience to the directions of Defendants that included, without limitation: for driving personal
9 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,
10 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
11 the purchase and maintenance of cellular phones and cellular phone plans.

12 106. During that time period, Plaintiff is informed and believes, and based thereon allege
13 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand
14 Class Members for those losses and/or expenditures.

15 107. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
16 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
17 herein-described losses and/or expenditures.

18 108. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
19 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
20 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
21 costs of suit.

22 **NINTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 227.3 – Against All Defendants)**

24 109. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs of this Complaint as though fully set forth herein.

26 110. According to Labor Code section 227.3, whenever a contract of employment or
27 employer policy provides for paid vacations, and an employee is terminated without having taken
28 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in

1 accordance with such contract of employment or employer policy respecting eligibility or time
2 served.

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

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

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

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

18 **TENTH CAUSE OF ACTION**

19 **(Unfair Competition – Against All Defendants)**

20 115. Plaintiff realleges and incorporates by reference all of the allegations contained in
21 the preceding paragraphs as though fully set forth herein.

22 116. Plaintiff is informed and believes, and based thereon alleges that the unlawful
23 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
24 and Professions Code section 17200.

25 117. In addition to the unlawful conduct of Defendants alleged above, Defendants have
26 engaged in violations of Labor Code Section 246(i) which provides that: "an employer shall provide
27 an employee with written notice that sets forth the amount of paid sick leave available, or paid time
28 off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage

1 statement described in Section 226 or in a separate writing provided on the designated pay date with
2 the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited
3 paid time off to an employee, the employer may satisfy this section by indicating on the notice or
4 the employee's itemized wage statement 'unlimited.' The penalties described in this article for a
5 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226." At all
6 relevant times mentioned herein, Defendants had and have a policy or practice of failing to provide
7 Plaintiff and Class Members with the amount of paid sick leave required to be provided pursuant to
8 California and local laws (including, without limitation, Labor Code section 246, et seq.).
9 Furthermore, Defendants failed to pay sick pay at the proper regular rate of pay and did not permit
10 the use of paid sick leave upon request by Plaintiff and the Class Members.

11 118. Further, Defendants have engaged in violations of Labor Code § 1102.5 which
12 provides in pertinent part: "An employer, or any person acting on behalf of the employer, shall not
13 make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing
14 information to a government or law enforcement agency, to a person with authority over the
15 employee, or to another employee who has authority to investigate, discover, or correct the violation
16 or noncompliance, or from providing information to, or testifying before, any public body
17 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
18 that the information discloses a violation of state or federal statute, or a violation of or
19 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
20 information is part of the employee's job duties." At all relevant times mentioned herein, Defendants
21 had and have a policy or practice of preventing Plaintiff and Class Members from disclosing
22 violations of state and federal law, either within Defendants to their managers or outside to private
23 attorneys or government officials, among others. In addition, Plaintiff is informed and believes that
24 Defendants' herein-described policies and/or practices prevent Plaintiff and Class Members from
25 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
26 violations.

27 119. Further, Defendants have engaged in violations of Business and Professions Code
28 §§ 16600 and 16700, et seq. Business and Professions Code § 16600 states that "every contract by

1 which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is
2 to that extent void.” Further, Business and Professions Code §§ 16700, 16722 et seq. prohibit
3 various types of anticompetitive conduct, and make void and unenforceable contracts and
4 agreements in violation of such prohibitions. At all relevant times mentioned herein, Defendants
5 had and have a policy or practice of preventing Plaintiff and Class Members from using or disclosing
6 the skills, knowledge and experience they obtained working for Defendants for purposes of
7 competing with Defendants, including, without limitation, preventing Plaintiff and Class Members
8 from disclosing their wages in negotiating a new job with a prospective employer, and from
9 disclosing who else works for Defendants and under what circumstances that they might be
10 receptive to an offer from a rival employer.

11 120. Due to their unlawful business practices in violation of the Labor Code, Defendants
12 have gained a competitive advantage over other comparable companies doing business in the State
13 of California that comply with their obligations to compensate employees in accordance with the
14 Labor Code.

15 121. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and Class
16 Members have suffered injury in fact and lost money or property.

17 122. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
18 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
19 Code and requiring the establishment of appropriate and effective means to prevent further
20 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
21 including interest thereon, in which they had a property interest and which Defendants nevertheless
22 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
23 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
24 by their failure to comply with the Labor Code.

25 123. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
26 Procedure section 1032 and interest under Civil Code section 3287.

27 ///

28 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All**
3 **Defendants)**

4 124. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs as though fully set forth herein.

6 125. As set forth above, at all relevant times herein, Defendants violated, *inter alia*, Labor
7 Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7,
8 227.3, 232, 232.5, 246, et seq., 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5,
9 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457,
10 6401, 6402, 6403, 6409.6, 6432, and 8397.4. Based thereon, Plaintiff seeks civil penalties as
11 follows:

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

13 126. At all relevant times herein, Labor Code section 204, requires and required that:
14 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
15 for between the 16th and 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month.”

18 127. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
19 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
20 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 128. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
28 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor

1 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
2 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
3 for each subsequent violation in connection with each payment that was made in violation of Labor
4 Code section 204.

5 Civil Penalties Under Labor Code § 226.3

6 129. Defendants had and have a policy or practice of failing to comply with Labor Code
7 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
8 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
9 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate; and other such information as required
11 by Labor Code section 226, subdivision (a).

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

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

19 132. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
20 and have a policy or practice of failing to furnish non-exempt employees, including, without
21 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
22 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate; and other such information as
24 required by Labor Code section 226, subdivision (a).

25 133. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
26 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
27 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
28

1 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
2 period for each subsequent violation.

3 Violation of Labor Code § 558

4 134. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
5 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
6 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
7 penalty as follows:

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

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

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

16 135. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, violated, or caused to be violated, the Labor Code sections described herein with
18 respect to Plaintiff and other Aggrieved Employees, including but not limited to: (1) failure to pay
19 or properly pay overtime wages (including due to off-the-clock work by requiring Plaintiff and
20 Aggrieved Employees to come early to work and leave late work without being able to clock in for
21 all that time, to suffer under Defendants’ control due to long lines for clocking in, to complete pre-
22 shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
23 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
24 equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off
25 the clock, and/or go through security screenings and/or temperature checks off the clock; failing to
26 include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
27 allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay
28 for the pay periods where overtime was worked and the additional compensation was earned for the

1 purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries;
2 editing and/or manipulation of time entries to show less hours than actually worked; and paying
3 straight pay instead of overtime pay); (2) failure to pay minimum or other wages for all hours
4 worked (including due to off-the-clock work by requiring Plaintiff and Aggrieved Employees to
5 come early to work and leave late work without being able to clock in for all that time, to suffer
6 under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before
7 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
8 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
9 clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or
10 go through security screenings and/or temperature checks off the clock; detrimental rounding of
11 employee time entries; editing and/or manipulation of time entries to show less hours than actually
12 worked; failing to pay split shift premiums and/or reporting time pay; and making unlawful
13 deductions from wages); (3) failure to provide meal periods or compensation in lieu thereof
14 (including, without limitation, break premiums); and (4) failure to provide rest and/or cooldown
15 periods or compensation in lieu thereof (including, without limitation, break premiums).

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

21 Violation of Labor Code § 1174.5

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

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

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

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

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

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

26 Violation of Labor Code § 1197.1

27 143. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
28 person acting either individually or as an officer, agent, or employee of another person, who pays

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

5 (1) For any initial violation that is intentionally committed, one hundred dollars
6 (\$100) for each underpaid employee for each pay period for which the
7 employee is underpaid. This amount shall be in addition to an amount
8 sufficient to recover underpaid wages, liquidated damages pursuant to
9 Section 1194.2, and any applicable penalties imposed pursuant to Section
10 203.

11 (2) For each subsequent violation for the same specific offense, two hundred fifty
12 dollars (\$250) for each underpaid employee for each pay period for which the
13 employee is underpaid regardless of whether the initial violation is
14 intentionally committed. This amount shall be in addition to an amount
15 sufficient to recover underpaid wages, liquidated damages pursuant to
16 Section 1194.2, and any applicable penalties imposed pursuant to Section
17 203.

18 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant
19 to Section 203, recovered pursuant to this section shall be paid to the affected
20 employee.”

21 144. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
22 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
23 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
24 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
25 damages.

26 145. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one

1 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
2 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
3 subsequent violation.

4 Civil Penalties Under Labor Code § 2699

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

11 147. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
12 Code except those for which a civil penalty is specifically provided, the established civil penalty for
13 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
14 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
15 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
16 employee per pay period for each subsequent violation.

17 148. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described herein, including, without limitation, for:
19 (1) failure to pay or properly pay overtime wages (including due to off-the-clock work by requiring
20 Plaintiff and Aggrieved Employees to come early to work and leave late work without being able to
21 clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
22 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
23 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
24 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or
25 drive off the clock, and/or go through security screenings and/or temperature checks off the clock;
26 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
27 meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate
28 of pay for the pay periods where overtime was worked and the additional compensation was earned

1 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
2 entries; editing and/or manipulation of time entries to show less hours than actually worked; and
3 paying straight pay instead of overtime pay); (2) failure to pay minimum or other wages for all hours
4 worked (including due to off-the-clock work by requiring Plaintiff and Aggrieved Employees to
5 come early to work and leave late work without being able to clock in for all that time, to suffer
6 under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before
7 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
8 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
9 clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or
10 go through security screenings and/or temperature checks off the clock; detrimental rounding of
11 employee time entries; editing and/or manipulation of time entries to show less hours than actually
12 worked; failing to pay split shift premiums and/or reporting time pay; and making unlawful
13 deductions from wages); (3) failure to provide meal periods or compensation in lieu thereof
14 (including, without limitation, break premiums); (4) failure to provide rest and/or cooldown periods
15 or compensation in lieu thereof (including, without limitation, break premiums); (5) failure to pay
16 all wages due upon separation from employment; (6) failure to issue accurate wage statements; (7)
17 failure to timely pay wages during employment; (8) failure to properly reimburse employees for
18 business-related expenses; (9) violations of Labor Code section 227.3 with respect to the payment
19 of vacation wages; (10) failure to maintain and/or produce payroll and time records; (11) payment
20 of wages via non-compliant instruments; (12) unlawful deductions from wages; (13) failure to
21 reimburse deposits made pursuant to Labor Code section 404; (14) failure to provide compliant
22 Labor Code section 2810.5 notices; (15) failure to provide or properly pay for sick leave; (16) failure
23 to provide weekly pay to temporary workers; (17) failure to provide suitable seating; (18)
24 whistleblower retaliation; (19) failing to comply with COVID-19-related notice, reporting, and/or
25 recordkeeping requirements; (20) failure to provide safety devices/safeguards; (21) failure to keep
26 adequate sanitation facilities; (22) failing to provide a safe and healthful workplace; (23) requiring
27 employees to sign unlawful agreements; (24) unlawful pre-employment inquiries and background
28 checks; and (25) unlawful reliance on salary history in making hiring and compensation offers.

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

4 **DEMAND FOR JURY TRIAL**

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

6 **PRAYER**

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

- 9 A. An Order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
11 counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum and overtime wages
13 and unpaid wages for vested vacation time under Labor Code sections 203, 510,
14 227.3, 1194, 1197, and 1199;
- 15 D. Liquidated damages pursuant to Labor Code section 1194.2 and 2810.3;
- 16 E. Damages for unpaid premium wages from missed meal, rest, and recovery periods
17 under, among other Labor Code sections, 512, and 226.7;
- 18 F. Penalties for inaccurate wage statements under Labor Code sections 226,
19 subdivision (e);
- 20 G. Damages for unpaid penalty wages under Labor Code sections 203;
- 21 H. Waiting time penalties under Labor Code sections 203;
- 22 I. Penalties to timely pay wages under Labor Code section 210;
- 23 J. Damages under Labor Code section 2802;
- 24 K. Penalties for failure to timely permit inspection of documents under Labor Code
25 sections 226, subdivision (b);
- 26 L. Preliminary and permanent injunction(s) prohibiting Defendants from further
27 violating the Labor Code and requiring the establishment of appropriate and
28 effective means to prevent further violations;

- 1 M. Restitution under Business and Professions Code section 17203;
2 N. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
3 O. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
4 1174.5, 1197.1, and 2699;
5 P. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
6 210, 226.3, 558, 1174.5, 1197.1, and 2699;
7 Q. For costs of suit incurred herein;
8 R. For reasonable attorneys' fees; and
9 S. For such other and further relief as the Court deems just and proper.

10
11 Dated: December 26, 2023

BIBIYAN LAW GROUP, P.C.

12
13 BY: Brandon M. Chang

14 DAVID D. BIBIYAN

VEDANG J. PATEL

15 BRANDON M. CHANG

16 Attorneys for Plaintiff BRANDON ALEXANDER
17 LOW on behalf of himself and all others similarly
18 situated
19
20
21
22
23
24
25
26
27
28

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On May 7, 2024, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the following document(s) described as **FIRST AMENDED COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mail address as follows:

MCGUIREWOODS LLP

Sabrina A. Beldner (SBN 221918)
Email: sbeldner@mcguirewoods.com
Andrew W. Russell (SBN 280669)
Email: arussell@mcguirewoods.com
Sarah Y. Oh (SBN 322164)
Email: soh@mcguirewoods.com
1800 Century Park East, 7th Floor
Los Angeles, CA 90067-1501
Telephone: 310.315.8200
Facsimile: 310.315.8210

Attorneys for Defendants TRIPLE CANOPY, INC.

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

Executed on May 7, 2024 at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria