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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

AARON BURGESS, GLENDALE BROOKS,
ANTHONY COATS, URITH LOPEZ,
PETER R. PONCE, and FRANCISCO
VERDUGO, as individuals on behalf of
themselves, on behalf of all others similarly
situated, as aggrieved employees, and on
behalf of all other aggrieved employees under
the Labor Code Private Attorneys General Act
of 2004,

Plaintiff,

v.

PILOT TRAVEL CENTERS LLC (dba
FLYING J TRAVEL CENTER and PILOT
FLYING J), a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI2306961

**SECOND 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. FAILURE TO TIMELY PAY WAGES;
7. WAGE STATEMENT VIOLATIONS;
8. FAILURE TO MAINTAIN REQUIRED RECORDS;
9. FAILURE TO INDEMNIFY;
10. VIOLATION OF LABOR CODE § 227.3
11. UNFAIR COMPETITION; and
12. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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1 Plaintiffs AARON BURGESS, GLENDALE BROOKS, ANTHONY COATS, URITH
2 LOPEZ, PETER R. PONCE, and FRANCISCO VERDUGO (collectively, “Plaintiffs”), on behalf
3 of themselves individually, all others similarly situated, as aggrieved employees, and on behalf of
4 all other aggrieved employees under California Labor Code Private Attorneys General Act of 2004
5 allege as follows:

6 **GENERAL ALLEGATIONS**

7 **INTRODUCTION**

8 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
9 PILOT TRAVEL CENTERS LLC (dba FLYING J TRAVEL CENTER and PILOT FLYING J)
10 (“Defendant PILOT TRAVEL CENTERS”), PILOT CORPORATION (“Defendant PILOT
11 CORPORATION”), and any of its respective subsidiaries or affiliated companies within the State
12 of California (together, “Defendants”), on behalf of Plaintiffs and all other current and former non-
13 exempt California employees employed by or formerly employed by Defendants (“Class
14 Members”).

15 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
16 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
17 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
18 on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants
19 working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged
20 claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code
21 section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802,
22 restraints on competition, whistleblowing and freedom of speech on behalf of all employees of
23 Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

24 **PARTIES**

25 **A. Plaintiffs**

26 3. Plaintiff AARON BURGESS (“Burgess”) is a resident of the State of California. At
27 all relevant times herein, Burgess is informed and believes, and based thereon alleges, that
28 Defendants employed Burgess as a non-exempt employee, with duties that included, but were not

1 limited to, driving trucks and maintaining the vehicles. Burgess is informed and believes, and based
2 thereon alleges, that Burgess worked for Defendants from approximately December 2023 through
3 the present.

4 4. Plaintiff GLENDALE BROOKS (“Brooks”) is a resident of the State of California.
5 At all relevant times herein, Brooks is informed and believes, and based thereon alleges, that
6 Defendants employed Brooks as a non-exempt employee, with duties that included, but were not
7 limited to, working as a cashier. Brooks is informed and believes, and based thereon alleges, that
8 Brooks worked for Defendants in or around January of 2024.

9 5. Plaintiff ANTHONY COATS (“Coats”) is a resident of the State of California. At
10 all relevant times herein, Coats is informed and believes, and based thereon alleges, that Defendants
11 employed Coats as a non-exempt employee, with duties that included, but were not limited to,
12 driving trucks and maintaining the vehicles. Coats is informed and believes, and based thereon
13 alleges, that Coats worked for Defendants from approximately January of 2021, through
14 approximately June of 2023.

15 6. Plaintiff URITH LOPEZ (“Lopez”) is a resident of the State of California. At all
16 relevant times herein, Lopez is informed and believes, and based thereon alleges, that Defendants
17 employed Lopez as a non-exempt employee, with duties that included, but were not limited to,
18 cleaning and maintaining the stop. Lopez is informed and believes, and based thereon alleges, that
19 Lopez initially worked for Defendants from approximately 2019 through 2022 and was
20 subsequently rehired to work for Defendants in 2023 through December 2023.

21 7. Plaintiff PETER R. PONCE (“Ponce”) is a resident of the State of California. At all
22 relevant times herein, Ponce is informed and believes, and based thereon alleges, that Defendants
23 employed Ponce as a non-exempt employee, with duties that included, but were not limited to,
24 driving trucks and working as a trainer. Ponce is informed and believes, and based thereon alleges,
25 that Ponce worked for Defendants from approximately September 2021 through approximately
26 January 2024.

27 8. Plaintiff FRANCISCO VERDUGO (“Verdugo”) is a resident of the State of
28 California. At all relevant times herein, Verdugo is informed and believes, and based thereon

1 alleges, that Defendants employed Verdugo as a non-exempt employee, with duties that included,
2 but were not limited to driving trucks and maintaining the vehicles. Verdugo is informed and
3 believes, and based thereon alleges, that Verdugo initially worked for Defendants from
4 approximately 2007 through approximately 2018 and was subsequently rehired to work for
5 Defendants from approximately September 2022 through December 2023.

6 **B. Defendants**

7 9. Plaintiffs are informed and believe, and based thereon allege, that Defendant PILOT
8 TRAVEL CENTERS is, and at all times relevant hereto was, a limited liability company organized
9 and existing under and by virtue of the laws of the State of Delaware and doing business in the
10 County of Riverside, State of California.

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

24 **JOINT LIABILITY ALLEGATIONS**

25 11. Plaintiffs are informed and believe, and based thereon allege, that all the times
26 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other Defendants, either actually or
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1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

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

12 13. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
13 unity of interest and ownership between Defendants, and each of them, that their individuality and
14 separateness have ceased to exist.

15 14. Plaintiffs are informed and believe, and based thereon allege, that despite the
16 formation of the purported corporate existence of Pilot, and DOES 1 through 50, inclusive (the
17 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
18 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

19 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
20 Defendants who personally committed the wrongful and illegal acts and violated the
21 laws as set forth in this Complaint, and who has hidden and currently hide behind the
22 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
23 other wrongful or inequitable purpose;

24 B. The Individual Defendants derive actual and significant monetary benefits by and
25 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
26 Defendants as the funding source for the Individual Defendants’ own personal
27 expenditures;

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- 1 C. Plaintiffs are informed and believe, and thereon allege, that the Individual
2 Defendants and the Alter Ego Defendants, while really one and the same, were
3 segregated to appear as though separate and distinct for purposes of perpetrating a
4 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
5 purpose;
- 6 D. Plaintiffs are informed and believe, and thereon allege, that the business affairs of
7 the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
8 mentioned herein were, so mixed and intermingled that the same cannot reasonably
9 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
10 are, and at all relevant times mentioned herein were, used by the Individual
11 Defendants as mere shells and conduits for the conduct of certain of their, and each
12 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
13 herein were, the alter egos of the Individual Defendants;
- 14 E. The recognition of the separate existence of the Individual Defendants and the Alter
15 Ego Defendants would promote injustice insofar that it would permit defendants to
16 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
17 Code, and other statutory violations. The corporate existence of these defendants
18 should thus be disregarded in equity and for the ends of justice because such
19 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;
- 20 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
21 Defendants (and vice versa), and the fiction of their separate corporate existence
22 must be disregarded;

23 15. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
24 thereon allege, that Defendants, and each of them, are joint employers.

25 **JURISDICTION**

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

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1 17. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
2 sections 392, et seq. because, among other things, Riverside County is where the causes of action
3 complained of herein arose; the county in which the employment relationship began; the county in
4 which performance of the employment contract, or part of it, between Plaintiffs and Defendants was
5 due to be performed; the county in which the employment contract, or part of it, between Plaintiffs
6 and Defendants was actually performed; and the county in which Defendants, or some of them,
7 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class
8 Members in Riverside County, and because Defendants employ numerous Class Members in
9 Riverside County.

10 18. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil
13 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under PAGA, plus
14 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
15 employees of Defendants during the civil penalty period.

16 19. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
17 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
18 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
19 PAGA allegations described herein is not required.

20 20. During the period beginning one (1) year preceding the provision of notice to the
21 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
22 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b,
23 204.2, 205, 205.5, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 403,
24 404, 432, 432.3, 432.7, 432.8, 510, 512, 551, 552, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2,
25 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4
26 among others.

27 21. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
28 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees

1 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 22. On or about December 28, 2023 Alejandro Aleman Solorzano provided written
4 notice pursuant to Labor Code Section 2699.3 online and by certified mail, with return receipt
5 requested, of Defendants' violation of various, including the herein-described. On August 15, 2025,
6 an amended written notice was provided online and by certified mail, with return receipt requested,
7 providing additional information regarding Defendants Labor Code violations and adding Aaron
8 Burgess and Urith Lopez as aggrieved employees ("Burgess/Lopez PAGA Letter").

9 23. On or around January 30, 2024, Verdugo and Ponce provided written notice pursuant
10 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
11 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
12 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
13 them ("Verdugo PAGA Letter").

14 24. On or around February 14, 2024, Coats provided written notice by online submission
15 to the LWDA and by certified mail to defendants Pilot Travel Centers LLC dba Pilot Flying J and
16 Pilot Corporation of the specific provisions of the California Labor Code alleged to have been
17 violated, including the facts and theories to support the alleged violations ("Coats PAGA Letter").

18 25. On or around April 19, 2024, Brooks provided written notice by online submission
19 to the LWDA and by certified mail to defendants Pilot Travel Centers LLC dba Pilot Flying J and
20 Pilot Corporation of the specific provisions of the California Labor Code alleged to have been
21 violated, including the facts and theories to support the alleged violations ("Brooks PAGA Letter").
22 The Burgess/Lopez PAGA Letter, Verdugo PAGA Letter, Coats PAGA Letter, and Brooks PAGA
23 Letter are collectively referred to herein as the "PAGA Letters."

24 26. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
26 calendar days of the September 20, 2023, postmarked date of the herein-described notice sent by
27 Verdugo and Ponce to the LWDA and Defendants, within sixty-five (65) calendar days of the
28 February 14, 2024 postmarked date of the herein-described notice sent by Coats to the LWDA and

1 Defendants, or within sixty-five (65) calendar days of the April 19, 2024, postmarked date of the
2 herein-described notice sent by Brooks to the LWDA and Defendants.

3 **FACTUAL BACKGROUND**

4 27. For or at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay overtime wages to Plaintiffs, Class Members, and
6 other Aggrieved Employees, or some of them, in violation of California state wage and hour laws
7 as a result of, without limitation, Plaintiffs, Class Members, and other Aggrieved Employees
8 working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days
9 in a work week without being properly compensated for hours worked in excess of (8) hours per
10 day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh
11 consecutive work day in a work week by, among other things, failing to accurately track and/or pay
12 for all minutes actually worked at the proper overtime rate of pay; rounding and/or editing of time
13 entries; engaging, suffering or permitting Plaintiffs, Class Members, and other Aggrieved
14 Employees to work off the clock, including by requiring Plaintiffs, Class Members, and other
15 Aggrieved Employees to complete pre-shift and post-shift tasks; and failing to include all forms of
16 remuneration including for nondiscretionary bonuses and/or incentive pay in calculating overtime
17 wages to the detriment of Plaintiffs, Class Members, and other Aggrieved Employees.

18 28. For at least four (4) years prior to the filing of this Action and continuing to the
19 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs, Class Members, and
20 other Aggrieved Employees, or some of them, in violation of California state wage and hour laws
21 as a result of, among other things, at times, failing to accurately track and/or pay for all minutes
22 actually worked at their regular rate of pay that is above the minimum wage to the detriment of
23 Plaintiffs, Class Members, and other Aggrieved Employees.

24 29. For at least four (4) years prior to the filing of this Action and continuing to the
25 present, Defendants have, at times, failed to provide Plaintiffs, Class Members, and other Aggrieved
26 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
27 which they worked more than five (5) hours in a work day and a second thirty (30) minute
28 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,

1 and failing to provide compensation for such unprovided meal periods as required by California
2 wage and hour laws.

3 30. For at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants have, at times, failed to authorize and permit Plaintiffs, Class Members, and
5 other Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per
6 four (4) hours worked or major fraction thereof and failed to provide compensation for such
7 unprovided rest periods as required by California wage and hour laws.

8 31. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have, at times, failed to pay Plaintiffs, Class Members, and other Aggrieved
10 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
11 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
12 failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to
13 Labor Code section 227.3.

14 32. For at least one (1) year prior to the filing of this Action and continuing to the present,
15 Defendants have, at times, failed to furnish Plaintiffs, Class Members, and other Aggrieved
16 Employees, or some of them, with itemized wage statements that accurately reflect gross wages
17 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate; the name and address of
19 the legal entity that is the employer; and other such information as required by Labor Code section
20 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
21 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

22 33. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, knowingly and intentionally failed to maintain records as
24 required under California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 7-2001 and 9-2001,
25 § 7, including but not limited to the following records: total daily hours worked by each employee;
26 applicable rates of pay; all deductions; meal periods; time records showing when each employee
27 begins and ends each work period; and accurate itemized statements.

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1 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
3 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
4 any calendar month shall be paid for between the 16th and 26th day of the month during which the
5 labor was performed, and labor performed between the 16th and the last day, inclusive of any
6 calendar month, shall be paid for between the 1st and 10th day of the following month.”

7 35. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
9 owed as a result of Defendants’ practice or policy of failing to pay, among other wages, overtime
10 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
11 Code sections 201, 202, and 203.

12 36. For at least four (4) years prior to the filing of this action and continuing to the
13 present, Defendants have had a consistent policy of failing to provide Plaintiffs, Class Members,
14 and other Aggrieved Employees with compensation at their final rate of pay for unused vested paid
15 vacation days pursuant to Labor Code section 227.3.

16 37. At all relevant times mentioned herein, Defendants have had a policy or practice of
17 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
18 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
19 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,
20 separately laundering mandatory uniforms, for the purchase of tools and safety equipment (including
21 work boots to handle oil), for the purchase and maintenance of cellular phones and cellular phone
22 plans, in direct consequence of the discharge of their duties, or of their obedience to the directions
23 of Defendants, as required by Labor Code 2802.

24 38. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
26 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
27 Employees with the rates of pay and overtime rates of pay applicable to their employment;
28 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the

1 name, address, and telephone number of the workers' compensation insurance carrier; information
2 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
3 under Labor Code section 2810.5.

4 39. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
5 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
6 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
7 permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and
8 all other Aggrieved Employees.

9 40. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
11 and experience they obtained at Defendants for purposes of competing with Defendants, including,
12 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
13 a prospective employer, and from disclosing who else works at Defendants and under what
14 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
15 and believe that this policy and/or practice violates Business and Professions Code sections 17200,
16 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
17 Code sections 232, 232.5, and 1197.5, subdivision (k).

18 41. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
19 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
20 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
21 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
22 subdivision (k). Plaintiffs are informed and believe that this lawful conduct includes the exercise
23 of Plaintiffs' and/or other Aggrieved Employees' constitutional rights of freedom of speech and
24 economic liberty.

25 42. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
26 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
27 to their managers or outside to private attorneys or government officials, among others, in violation
28 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section

1 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies
2 and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information
3 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
4 of Labor Code section 232 and 232.5.

5 43. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
6 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
7 227.3, 245, *et seq.*, 510, 512, 558.1, 1174, 1194, 1194.2, 1197, 2802, and California Code of
8 Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium
9 wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage
10 statement penalties, failure to maintain required records, failure to indemnify work-related expenses,
11 failing to pay vested vacation time at the proper rate of pay, other such provisions of California law,
12 and reasonable attorneys' fees and costs.

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

19 45. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor
20 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
21 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
22 Employees pursuant to PAGA.

23 **CLASS ACTION ALLEGATIONS**

24 46. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
25 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
26 and former non-exempt employees of Defendants within the State of California at any time
27 commencing four (4) years preceding the filing of the initial complaint up until the time that notice
28 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

7 **A. Numerosity**

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

12 50. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiffs allege Defendants' employment records would provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 **B. Commonality**

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

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

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- 1 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
2 Class Members to take compliant rest periods?
- 3 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
4 with additional wages for missed rest periods?
- 5 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
6 Members upon termination or resignation all wages earned?
- 7 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
8 section 203?
- 9 I. Did Defendants violate Labor Code section 1174 by failing to preserve and keep all
10 employee payroll records for not less than three years?
- 11 J. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
12 Class Members with accurate wage statements?
- 13 K. Did Defendants fail to pay Class Members in a timely fashion as required under
14 Labor Code section 204?
- 15 L. Did Defendants fail to indemnify Class Members for all necessary expenditures or
16 losses incurred in direct consequence of the discharge of their duties or by obedience
17 to the directions of Defendants as required under Labor Code section 2802?
- 18 M. Did Defendants fail to return deposits made by Class Members with accrued interest
- 19 N. Did Defendants violate Labor Code section 227.3 by not providing Class Members
20 with compensation at their final rate of pay for vested paid vacation time.
- 21 O. Did Defendants violate the Unfair Competition Law, Business and Professions Code
22 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 23 P. Are Class Members entitled to restitution of wages under Business and Professions
24 Code section 17203?
- 25 Q. Are Class Members entitled to costs and attorneys' fees?
- 26 R. Are Class Members entitled to interest?

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53. Plaintiffs will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and hour class actions.

Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and hour class actions.

54. 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.

55. 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. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

(Failure to Pay Overtime Wages – Against All Defendants)

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

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

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

10 60. Four (4) years prior to the filing of the Complaint in this Action through the present,
11 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
12 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
13 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
14 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
15 actually worked at the proper overtime rate of pay; rounding and/or editing of time entries; engaging,
16 suffering or permitting Class Members to work off the clock, including by requiring Plaintiffs and
17 Class Members to complete pre-shift and post-shift tasks; and failing to include all forms of
18 remuneration including for nondiscretionary bonuses and/or incentive pay in calculating overtime
19 wages to the detriment of Plaintiffs and Class Members. Accordingly, by requiring Plaintiffs and
20 Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per
21 workweek, and/or seven (7) straight workdays without properly compensating overtime wages at
22 the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the
23 Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California
24 law.

25 61. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
26 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
27 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
28 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

1 **SECOND CAUSE OF ACTION**

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

3 62. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 63. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

7 64. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
8 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
9 Defendants' control.

10 65. For four (4) years prior to the filing of the Complaint in this Action through the
11 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
12 their regular rate of pay that is above the minimum wage; rounding and/or editing of time entries;
13 and engaging, suffering or permitting Class Members to work off the clock, including by requiring
14 Plaintiffs and Class Members to complete pre-shift and post-shift tasks to the detriment of Plaintiffs
15 and Class Members As a result of Defendants' unlawful conduct, Plaintiffs 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 66. 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, Plaintiffs and Class Members are entitled
20 to 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 67. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

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

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

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

11 71. For four (4) years prior to the filing of the Complaint in this Action through the
12 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
13 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
14 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
15 at the Class Member's regular rate of compensation on the occasions that Class Members were not
16 provided compliant meal periods.

17 72. By their failure to provide Plaintiffs and Class Members compliant meal periods as
18 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
19 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
20 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

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1 **FOURTH CAUSE OF ACTION**

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

3 75. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 76. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by applicable Wage Orders.

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

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

18 79. For four (4) years prior to the filing of the Complaint in this Action through the
19 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
20 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
21 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
22 Member’s regular rate of compensation on the occasions that Class Members were not authorized
23 or permitted to take compliant rest periods.

24 80. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
25 take rest periods contemplated by California law, and one (1) additional hour of pay at the
26 employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
27 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
28 Orders.

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

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

FIFTH CAUSE OF ACTION

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

83. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

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

86. Plaintiffs are informed and believe, and based thereon allege, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

87. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code

1 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs
2 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
3 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
4 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
5 or resignation.

6 88. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
7 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
8 resignation, until paid, up to a maximum of thirty (30) days.

9 89. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
10 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
11 prior to termination or resignation.

12 90. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
13 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
14 waiting time penalties, interest, and their costs of suit, as well.

15 **SIXTH CAUSE OF ACTION**

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

17 91. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
18 incorporate each by reference as though fully set forth hereat.

19 92. At all relevant times, Plaintiffs and Class Members were employees or former
20 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

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

26 94. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
27 independent and apart from, any other penalty provided in this article, every person who fails to pay
28 the wages of each employee as provided in Sections 201.3, 204, 204b, , 204.2, 205, 205.5, and

1 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
2 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
3 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
4 percent of the amount unlawfully withheld.”

5 95. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
6 before the filing of the Complaint in this Action through the present, Defendants employed policies
7 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
8 Labor Code section 204.

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

14 97. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
15 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
16 penalties, interest, and their costs of suit, as well.

17 **SEVENTH CAUSE OF ACTION**

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

19 98. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
20 preceding paragraphs as though fully set forth hereat.

21 99. At all relevant times, Plaintiffs and Class Members were employees or former
22 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

23 100. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
24 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
25 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
26 wages earned; 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.

1 101. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
5 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
6 all applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
8 other things.

9 102. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
10 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
11 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
12 provided wage statements that Defendants knew were not accurate.

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

20 104. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
21 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
22 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
23 pay period, not to exceed an aggregate \$4,000.00 per employee.

24 105. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
25 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
26 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
27 attorneys' fees, and costs of suit.

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EIGHTH CAUSE OF ACTION

(Failure to Maintain Required Records – Against All Defendants)

106. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

107. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 1174 and applicable Wage Orders.

108. Labor Code section 1174, subdivision (d) provides that every employer shall “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 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. . .”

109. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants failed to 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 of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

110. During that time period, Plaintiffs are informed and believe, and based thereon allege, that Defendants failed and refused, and still fail and refuse, at times, to keep and maintain the records as required under California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 7-2001 and 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

111. As a proximate result of Defendants’ unlawful actions and omissions, Plaintiffs and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiffs and Class members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable

1 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
2 well as other available remedies.

3 **NINTH CAUSE OF ACTION**

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

5 112. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 113. At all relevant times, Plaintiffs and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

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

12 115. For three (3) years prior to the filing of the Complaint in this Action through the
13 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
14 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
15 obedience to the directions of Defendants that included, without limitation:; laundering mandatory
16 work uniforms; using cellular phones for work-related purposes; and purchasing tools necessary to
17 perform work duties.

18 116. During that time period, Plaintiffs are informed and believe, and based thereon
19 allege, that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs
20 sand Class Members for those losses and/or expenditures.

21 117. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
22 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
23 herein-described losses and/or expenditures.

24 118. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
25 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
26 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
27 costs of suit.

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126. Plaintiffs are informed and believe, and based thereon allege, that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Plaintiffs vis further informed and believes and based thereon alleges that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees within the State of California with the rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

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

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

129. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

TWELFTH CAUSE OF ACTION

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

130. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat, as well as the allegations in the PAGA Letters.

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1 Civil Penalties For Violations of Labor Code Sections 96, 98.6, 232, 232.5 and 1197

2 131. Plaintiffs allege that Defendants had in place a policy or practice of preventing
3 Plaintiffs and the Aggrieved Employees from engaging in lawful conduct during non-working hours
4 and/or prohibiting them from disclosing their wages, hours and working conditions.

5 132. 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.

11 133. 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.

17 134. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
18 each of them, violated the Labor Code sections described herein, including, without limitation, for
19 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
20 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
21 name of the employer, including “doing business as” names used, the name, address, and telephone
22 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
23 other pertinent information required to be disclosed by Defendants under Labor Code section
24 2810.5, failing to provide Plaintiffs and other Aggrieved Employees with the amount of paid sick
25 leave required to be provided pursuant to California and local laws. Paragraphs 133-135 are referred
26 to herein as “PAGA Default Penalties.”

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1 Civil Penalties For Violations of Labor Code Sections 200, 201, 201.3, 202 and 203

2 135. Plaintiffs allege that Defendants had a policy or practice of not timely paying out
3 final wages to Plaintiffs and the Aggrieved Employees in violation of Labor Code sections 200
4 (which defines wages), 201, 201.3 and 202. Plaintiffs in turn further allege that failure violated
5 Labor Code section 203.

6 136. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
7 violations.

8 Civil Penalties For Violation of Labor Code Sections 204, 204b, 204, 205, 205.5 Under Labor

9 Civil Penalties for Violation of Labor Code section 204

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

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

22 139. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
24 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other
25 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
26 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
27 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
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1 for each subsequent violation in connection with each payment that was made in violation of Labor
2 Code section 204.

3 Civil Penalties For Violation of Labor Code sections 212 and 213

4 140. Plaintiffs alleged that Defendant has a practice of making unlawful deductions from
5 the wages of Plaintiffs and the Aggrieved Employees in violation of Labor Code section 212 and
6 213

7 141. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
8 violations.

9 Civil Penalties for Violation of Labor Code section 226

10 142. Defendants had and have a policy or practice of failing to comply with Labor Code
11 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
12 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
13 wages earned; the name and address of each employer with whom they have been placed to work;
14 all applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
16 entity securing the employer's services if the employer is a farm labor contractor; and other such
17 information as required by Labor Code section 226, subdivision (a).

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

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

25 145. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
26 and have a policy or practice of failing to furnish non-exempt employees, including, without
27 limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total
28 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the

1 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
2 name of the employer and/or the name and address of the legal entity securing the employer's
3 services if the employer is a farm labor contractor; and other such information as required by Labor
4 Code section 226, subdivision (a).

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

10 Civil Penalties for Violation of Labor Code sections 226.7, 512 and Wage Order Provisions For
11 Rest Periods.

12 147. Plaintiffs allege that Defendants, with respect to both Plaintiffs and the Aggrieved
13 Employees, failed to provide meal periods and failed to authorize and permit rest periods as required
14 by Labor Code section 512 and the applicable Wage Orders, and then when doing so Defendants
15 failed to pay the required premiums at the regular rate of pay.

16 148. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
17 violations or PAGA penalties under Labor Code section 558.

18 Civil Penalties for Violation of Labor Code section 227.3

19 149. Plaintiffs allege that Defendants failed to pay out accrued and unused vacation to
20 Plaintiffs and the Aggrieved Employees as required by Labor Code section 227.3.

21 150. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
22 violations.

23 Civil Penalties for Violation of Labor Code sections 246 et seq.

24 151. Plaintiffs allege that Defendants failed to meet the requirements of the Healthy
25 Workplaces, Healthy Family Act of 2014 ("Sick Leave Law") as set out in Labor Code sections
26 246. Plaintiffs further allege that, with respect to both Plaintiffs and Aggrieved Employees, that
27 Defendants failed to provide the proper amount of sick pay and/or pay it at the regular rate of pay.

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1 152. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
2 violations.

3 Civil Penalties for Violations of Labor Code sections 403 and 404

4 153. Plaintiffs allege that Defendants violated Labor Code sections 403 and 404 by failing
5 to reimburse deposits made, including but not limited to uniform deposits, together with all interest
6 owed at the separation of employment.

7 154. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
8 violations.

9 Civil Penalties for Violations of Labor Code sections 432, 432.3, 432.7, and 432.8

10 155. Plaintiffs allege that Defendants violated Labor Code sections 432, 432.3, 432.7 and
11 432.8, with respect to both Plaintiffs and the Aggrieved Employees by refusing to provide requested
12 documents signed as a condition of employment, asking for improper salary information to
13 determine a starting salary, asking about arrest records or convictions.

14 156. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
15 violations.

16 Civil Penalties for Violation of Labor Code section 510

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

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

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

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

28 ///

1 158. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
2 each of them, violated, or caused to be violated, Labor Code section 510 by not paying overtime for
3 all overtime hours worked and/or not paying overtime at the regular rate of pay..

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

9 Civil Penalties for Violation of Labor Code sections 551 and 552

10 160. Plaintiffs allege that Defendants violated Labor Code sections 551 and 552 by not
11 providing one days rest in seven to Plaintiffs and the Aggrieved Employees.

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

17 Civil Penalties for Violation of Labor Code section 1102.5

18 162. Plaintiffs allege that Defendants violated Labor Code section 1102.5 with respect to
19 both Plaintiffs and the Aggrieved Employees by enforcing a rule or policy that prohibits Plaintiffs
20 and the Aggrieved Employees from disclosing information in an investigation, either at work,
21 through law enforcement or some other government agency.

22 163. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
23 violations.

24 Civil Penalties for Violation of Labor Code sections 221, 223, 1182.12, 1194, 1194.2

25 164. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
26 every person employing labor in California to "[a]llow any member of the commission or the
27 employees of the Division of Labor Standards Enforcement free access to the place of business or
28 employment of the person to secure any information or make any investigation that they are

1 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
2 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
3 or papers of the person.”

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

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

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

21 168. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
22 willfully failed to keep adequate or accurate time records including wage statements and similar
23 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
24 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
25 under Labor Code section 1174. That failure is also in violation of Labor Code sections 221 (by
26 paying agreed upon wages), 223 (paying less than the agreed upon wage and/or the minimum wage),
27 1182.12 (minimum wage requirements), 1194 (minimum wage requirement), and 1194.2 (damages
28 for failure to pay minimum wage) and 1198 (not paying required overtime over maximum hours).

1 169. As a direct and proximate result of the herein-described Labor Code violations,
2 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
3 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
4 hundred dollars (\$500) per violation per Aggrieved Employee. Or, in the alternative, seek PAGA
5 Default Penalties.

6 Civil Penalties for Violation of Labor Code section 1197

7 170. California Labor Code section 1197 requires an employer to pay at least the state
8 minimum wage for all hours worked. Plaintiffs allege that Defendants violated this statute and the
9 other minimum wage statutes mentioned above, by failure to pay Plaintiffs and the Aggrieved
10 Employees the applicable minimum wage for all hours worked.

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

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

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

28 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

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

3 172. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
4 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
5 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ minimum
6 wages for all hours worked or otherwise under Defendants’ control due to, without limitation,
7 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding
8 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
9 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
10 work off the clock, entitling Plaintiffs and other aggrieved Employees to actual and liquidated
11 damages.

12 173. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
15 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
16 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
17 subsequent violation.

18 Civil Penalties for Violation of Labor Code section 1198.5

19 174. California Labor Code section 1198.5 requires an employer to allow employees, both
20 current and former, to inspect their personnel files. Plaintiffs allege that Defendants failed to comply
21 with this requirement in violation of the rights of Plaintiffs and the Aggrieved Employees.

22 175. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
23 violations.

24 Civil Penalties for Violation Labor Code sections 2800 and 2802

25 176. California Labor Code sections 2800 and 2802 require an employer to identify its
26 employees for expenses they are required to incur to carry out their job duties. Plaintiffs allege that
27 Defendants violated these sections by requiring Plaintiffs and the Aggrieved Employees to incur
28 expenses that were not reimbursed.

1 177. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
2 violations.

3 Civil Penalties for Violation of Labor Code sections 2810.3 and 2810.5

4 178. Labor Code sections 2810.3 and 2810.5 set forth an employer's obligations to
5 provide certain information to employees at the time of hire. Plaintiffs allege that Defendants
6 violated these sections by failing to provide Plaintiffs and the Aggrieved Employees with the
7 required information.

8 179. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
9 violations.

10 Civil Penalties for Violation of Labor Code sections 1527, 3366, 3457, and 8397.4

11 180. Plaintiffs allege that Defendants violated California Labor Code section 1527, 3366,
12 3457 and 8397.4 by failure to provide adequate and readily accessible sanitation facilities, ensuring
13 that there is a regular cleaning of the same, and failure to provide required cleaning agents, water,
14 and by failing to provide adequate toilets.

15 181. Plaintiffs seek to recover PAGA Default Penalties for these alleged Labor Code
16 violations

17 182. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
18 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
19 connection with their herein-described claims for civil penalties.

20 **DEMAND FOR JURY TRIAL**

21 183. Plaintiffs demand a trial by jury on all causes of action contained herein.

22 **PRAYER**

23 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
24 against Defendants as follows:

25 A. An order certifying this case as a Class Action;

26 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs'
27 counsel as class counsel;

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- 1 C. Damages for all wages earned and owed, including minimum and overtime wages
2 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
3 1194, 1197 and 1199 and 227.3;
- 4 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 5 E. Damages for unpaid premium wages from missed meal and rest periods under,
6 among other Labor Code sections, 512, 558.1 and 226.7;
- 7 F. Penalties for inaccurate wage statements under Labor Code sections 226,
8 subdivision (e) and 558.1;
- 9 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 10 H. Penalties to timely pay wages under Labor Code section 210;
- 11 I. Damages under Labor Code sections 2802 and 558.1;
- 12 J. Preliminary and permanent injunctions prohibiting Defendants from further
13 violating the California Labor Code and requiring the establishment of appropriate
14 and effective means to prevent future violations;
- 15 K. Restitution of wages and benefits due which were acquired by means of any unfair
16 business practice, according to proof;
- 17 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 18 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3,
19 558, 1174.5, 1197.1, 2699, and 2802, and all other applicable sections listed *infra*;
- 20 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
21 210, 226.3, 558, 1174.5, 1197.1, 2699, 2802, and all other applicable sections listed
22 *infra*;

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1 O. For costs of suit incurred herein; and

2 P. For such other and further relief as the Court deems just and proper.

3
4 Dated: November 4, 2025

BIBIYAN LAW GROUP, P.C.

5 BY: 

6 BRANDON M. CHANG

7 Attorneys for Plaintiffs, on behalf of themselves and all
other similarly situated and aggrieved

8 Dated: November 10, 2025

LAWYERS *for* JUSTICE, PC

9
10 BY: /s/ Maria Halwadjian

11 BRIAN J. ST. JOHN

MARIA HALWADJIAN

12 Attorneys for Plaintiffs, on behalf of themselves and all
13 other similarly situated and aggrieved
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

5 On December 29, 2025, I caused a true and correct copy of the foregoing document(s)
6 described as **SECOND AMENDED COMPLAINT** to be served by electronic transmission to
the parties and/or counsel set forth in the below service list:

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

24 Executed on December 29, 2025, at Los Angeles, California.

25 /s/ Jennifer Echeverria
26 Jennifer Echeverria
27
28