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SAMANTHA ZUZARREGUI, as Aggrieved

Employees, and on behalf of all other Aggrieved Employees

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By J. Jo-Fung, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BARRY BURNS and SAMANTHA
ZUZARREGUI, as Aggrieved Employees, and
on behalf of all other Aggrieved Employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiffs,

v.

MOSS ADAMS LLP, a Washington Limited
Liability Partnership; ASTON CARTER,
INC., a Maryland Corporation; ROBERT
HALF, INC., a Delaware Corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25NNCV08742**

REPRESENTATIVE ACTION

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

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

Plaintiffs Barry Burns and Samantha Zuzuarregui (“Plaintiffs”), as an Aggrieved Employee, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Moss Adams LLP, a Washington Limited Liability Partnership, and any of its respective subsidiaries or affiliated companies within the State of California (“Moss Adams”), Aston Carter, Inc., a Maryland corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“Aston”), and Robert Half, Inc., a Delaware Corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“Robert Half”)(hereinafter, collectively, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 201, 201.3, 203, 204, 210, 223, 226, 226.2, 226.3, 226.7, 432, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2699, among others, Business and Professions Code section as well as applicable Wage Orders, Plaintiffs seeks to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs seeks to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

PARTIES

2. Plaintiffs Barry Burns is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believes, and based thereon alleges, that Defendants employed Plaintiffs as a non-exempt employee. Plaintiffs worked as a print support service coordinator with duties that included, but were not limited to, saving, uploading and handling the archiving of client

1 documentation in binders. from approximately February of 2025 through approximately March of
2 2025.

3 3. Plaintiffs Samantha Zuzuarregui is a resident of the State of California. At all
4 relevant times herein, Plaintiffs are informed and believes, and based thereon alleges, that
5 Defendants employed Plaintiffs as a non-exempt employee. Plaintiffs worked as an administrative
6 assistant with duties that included, but were not limited to, filing, ordering and restocking, ordering
7 kitchen snacks, sending notes to the IRS, and mailing from approximately June of 2023 through
8 approximately October of 2024.

9 4. Plaintiffs are informed and believes and based thereon alleges that defendant Moss
10 Adams LLC is, and at all times relevant hereto was, a limited liability Partnership organized and
11 existing under and by virtue of the laws of the State of Washington and doing business in the County
12 of Los Angeles, State of California. At all relevant times herein, MOSS ADAMS employed
13 Plaintiffs and Aggrieved Employees within the State of California.

14 5. Plaintiffs are informed and believe and based thereon alleges that defendant Aston
15 Carter, Inc. is, and at all times relevant hereto was, a corporation organized and existing under and
16 by virtue of the laws of the State of Maryland and doing business in the County of Los Angeles,
17 State of California. At all relevant times herein, Aston Carter, Inc. employed Plaintiffs and
18 Aggrieved Employees within the State of California.

19 6. Plaintiffs are informed and believes and based thereon alleges that defendant Robert
20 Half, Inc. is, and at all times relevant hereto was, a corporation organized and existing under and by
21 virtue of the laws of the State of Delaware and doing business in the County of Los Angeles, State
22 of California. At all relevant times herein, Robert Half, Inc. employed Plaintiffs and Aggrieved
23 Employees within the State of California.

24 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
26 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
27 Plaintiffs are informed and believes and based thereon alleges that each of the defendants designated
28 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.

1 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
2 of the defendants designated hereinafter as DOES when such identities become known.

3 **JOINT LIABILITY ALLEGATIONS**

4 8. Plaintiffs are informed and believes, and based thereon alleges, that each defendant
5 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
6 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
7 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
8 to "Defendants," it shall include Moss Adams LLP, and any of their parent, subsidiary, or affiliated
9 companies within the State of California, as well as DOES 1 through 100 identified herein.

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

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

24 11. As a result of the aforementioned facts, Plaintiffs are informed and believes, and
25 based thereon alleges that Defendants, and each of them, are joint employers.

26 **JURISDICTION**

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

13. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is the county in which the employment contract, or part of it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees in Los Angeles County.

PAGA REPRESENTATIVE ALLEGATIONS

14. Plaintiffs is an “Aggrieved Employee” under PAGA, as Plaintiffs was employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

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

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

17. Pursuant to Labor Code section 2699.3, on or around September 30, 2025, Plaintiffs provided written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the PAGA Notice.

19. To the extent Defendants, or either of them, previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then

1 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
2 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
3 conference process pursuant to section 2699.3(f).

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

8 21. In the event that Defendants, or either of them, is/are determined to have, prior to
9 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
10 Plaintiffs and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all
11 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
12 section 2699(g)(1)-(3).

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

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

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1 **FACTUAL ALLEGATIONS**

2 24. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
3 knew, or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages
4 for all time worked, including regular, overtime, and double times wages, and that Plaintiffs and
5 Aggrieved Employees were not receiving all wages owed for work that was required to be
6 performed.

7 25. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
8 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more
9 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
10 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
11 wages.

12 26. Upon information and belief, Defendants failed to accurately track and/or pay for all
13 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
14 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
15 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to post-shift tasks
16 after clocking out. By way of example, Plaintiffs and, upon information and belief, employer
17 detrimentally rounded, edited and/or manipulated time entries so the hours recorded were less than
18 the hours actually worked.

19 27. In addition, Defendants failed to include all forms of remuneration, including [non-
20 discretionary bonuses, incentive pay, shift premiums, meal allowances, mask allowances, gift cards
21 and other forms of remuneration] into the regular rate of pay during pay periods where overtime
22 was worked. Moreover, upon information and belief, Defendants detrimentally rounded, edited
23 and/or manipulated time entries so the hours recorded were less than the hours actually worked.

24 28. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
25 violated, without limitation, Labor Code sections 223, 551, 552, 1197, 1182.12, and applicable
26 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
27 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
28 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs is further

1 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
2 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
3 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
4 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
5 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 29. Plaintiffs are informed and believes, and based thereon alleges, that Defendants, and
7 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
8 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
9 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
10 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
11 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
12 providing timely meal periods; failing to provide first and second meal periods; providing short
13 meal periods, including without, limitation meal periods that were recorded for less than thirty
14 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
15 practice were shorter than thirty minutes due to requiring on-duty/on-call meal periods. Plaintiffs
16 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are
17 informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 512
18 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus each Aggrieved
19 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
20 during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed and
21 believes that those premium payments under Labor Code section 226.7 were not made for these
22 non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus
23 be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
24 wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and
25 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
26 sections 2699(e)(1) and 2699(k). Plaintiffs is further informed and believes, and based thereon
27 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
28

1 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 30. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
4 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
5 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
9 rest periods by, without limitation, by failing to provide rest periods all together; failing to provide
10 rest periods that were at least ten minutes in length. Plaintiffs and other Aggrieved Employees
11 personally suffered these violations. Consequently, Plaintiffs are informed and believes, and based
12 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
13 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
14 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
15 Labor Code section 226.7. However, Plaintiffs are informed and believes that those premium
16 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
17 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
18 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
19 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
20 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
21 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs is further informed and
22 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
23 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
24 pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 31. As a result of, among other things, Defendants' herein-described policy or practice
26 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
27 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
28 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs

1 are informed and believes, and based thereon alleges, that Defendants also intentionally failed and
2 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
3 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
4 inclusive dates of the period for which the employee is paid; the name of the employee and only the
5 last four digits of their social security number or an employee identification number other than a
6 social security number; all deductions; all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
8 address of the employer, and other such information as required by Labor Code section 226,
9 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
10 wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved
11 Employees and the rates of pay at which they were or should have been paid (including due to failure
12 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
13 paid at each rate, as well. Consequently, Plaintiffs are informed and believes, and based thereon
14 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
15 Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee
16 personally suffered these violations and was owed penalties under Labor Code section 226 for each
17 pay period worked during the PAGA Period. Plaintiffs are informed and believes that those
18 penalties under Labor Code section 226 were not paid for these violations of Labor Code section
19 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3,
20 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
23 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 32. Plaintiffs are informed and believes, and based thereon alleges, that Defendants also
25 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
26 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
27 all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above,
28 including, without limitation, for failure to pay at the proper regular rate of pay, among other things.

1 Consequently, Plaintiffs are informed and believes, and based thereon alleges, that Defendants
2 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
3 during the PAGA Period, and thus Plaintiffs and each Aggrieved Employee personally suffered
4 these violations and was owed penalties under Labor Code section 203 for each pay period worked
5 during the PAGA Period. However, Plaintiffs are informed and believes that those penalties under
6 Labor Code section 203 were not made for these violations of Labor Code sections 201, 202, and
7 203. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198
8 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiffs is further informed
9 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
10 and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
11 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 33. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
13 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
14 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for use of personal
15 cellular phone for work related purpose, in direct consequence of the discharge of their duties, or
16 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
17 2802, and other statutory and common law offenses. As a result, Plaintiffs and other Aggrieved
18 Employees have personally suffered these violations and Defendants are liable to reimburse
19 Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work duties.
20 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
21 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs is further informed and
22 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
23 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 34. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
26 and have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
27 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
28 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during

1 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
2 any calendar month, shall be paid for between the 1st and 10th day of the following month.”
3 Plaintiffs are informed and believes and based thereon alleges that Defendants did not and do not
4 pay Plaintiffs and other Aggrieved Employees every day and every workweek in accordance with
5 Labor Code sections 204 and 1198. Plaintiffs are informed and believes, and based thereon alleges,
6 that Defendants violated Labor Code section 204 and that Plaintiffs and other Aggrieved Employees
7 have personally suffered these violations. As such, Defendants would be liable for civil penalties
8 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
9 2699(e)(1) and 2699(k). Plaintiffs further informed and believes, and based thereon alleges, that
10 Defendants’ conduct above gave rise to such violations and was malicious, fraudulent, or
11 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
12 section 2699(f)(2)(B)(ii).

13 35. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
14 and have a policy of failing to provide all temporary workers, including without limitation,
15 Plaintiffs, with owed wages weekly by not later than the regular payday of the following week.
16 Plaintiffs are informed and believes that this has resulted in a violation of Labor Code sections 201.3
17 and 1198. As a result, pursuant to Labor Code section 201.3, Plaintiffs and other Aggrieved
18 Employees have personally suffered violations thereto, and Defendants would be liable for civil
19 penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections
20 2699(e)(1) and 2699(k). Plaintiffs further informed and believes, and based thereon alleges, that
21 Defendants’ conduct above gave rise to such violations and was malicious, fraudulent, or
22 oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code
23 section 2699(f)(2)(B)(ii).

24 36. Plaintiffs is further informed and believes, and based thereon alleges, that Defendants
25 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
26 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
27 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
28 to be provided pursuant to California and local laws. Plaintiffs is further informed and believes that

1 the sick pay was not provided at the proper regular of pay as required under California law due to
2 failure to properly calculate the regular rate. Plaintiffs is additionally informed and believes that the
3 notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
4 payroll or workplace injury reporting. Plaintiffs is thus informed and believes that Defendants
5 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and
6 other Aggrieved Employees have personally suffered violations under these sections and
7 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
8 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
9 reasonable attorneys' fees and costs. Plaintiffs further informed and believes, and based thereon
10 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
11 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 37. In addition to the above, Plaintiffs are informed and believes, and based thereon
14 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
15 including wage statements and similar payroll documents under Labor Code section 226, documents
16 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
17 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
18 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
19 Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would
20 entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections
21 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections
22 558, 1174.5, and 2699. Plaintiffs further informed and believes, and based thereon alleges, that
23 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
24 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 38. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
27 and have a policy of failing to provide all temporary workers, including without limitation,
28 Plaintiffs, with owed wages weekly by not later than the regular payday of the following week.

1 Plaintiffs are informed and believes that this has resulted in a violation of Labor Code sections 201.3
2 and 1198. As a result, pursuant to Labor Code section 201.3, Plaintiffs and other Aggrieved
3 Employees have personally suffered violations thereto and Defendants would be liable for civil
4 penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections
5 2699(e)(1) and 2699(k). Plaintiffs is further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
7 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

13 **FIRST AND ONLY CAUSE OF ACTION**

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

15 40. Plaintiffs re-alleges and incorporates by reference all of the allegations set forth in
16 the preceding paragraphs as though fully set forth hereat.

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

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

23 42. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
24 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
25 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
26 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
27 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
28 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 43. At all relevant times herein, Defendants have had a consistent policy or practice of
3 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
4 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
5 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
6 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
7 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
8 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
9 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
10 violation in connection with each payment that was made in violation of Labor Code section 204.

11 Civil Penalties Under Labor Code § 226.3

12 44. Defendants had and have a policy or practice of failing to comply with Labor Code
13 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
14 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
15 wages earned; the name and address of each employer with whom they have been placed to work;
16 all applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate; Moss Adams LLP; and other such information as required by Labor
18 Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent it does not include
19 for piece-rate work the information required therein including, without limitation, the quantity, rate
20 and units worked per piece, as well as separately itemized non-productive time and rest and recovery
21 periods.

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

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

47. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as set forth in the preceding paragraphs.

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

Violation of Labor Code § 558

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

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

50. Plaintiffs are informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections regulating minimum wages or hours and days of work described herein, including but not limited to Labor Code sections 203, 226, 226.7, 1194 and 2802.

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

1 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

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

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

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

27 56. Plaintiffs are informed and believes, and based thereon alleges, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

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

8 Violation of Labor Code § 1197.1

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

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

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

26 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
27 Section 203, recovered pursuant to this section shall be paid to the affected
28 employee."

59. Plaintiffs are informed and believes, and based thereon alleges, that Defendants caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete post-shift tasks after clocking out.

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

Civil Penalties Under Labor Code § 2699

61. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3, including, without limitation, the following additional provisions of the Labor Code:

A. Plaintiffs is additionally informed and believes that the notice requirement of Labor Code section 233, involves a mandatory payroll or workplace injury reporting. Plaintiffs are thus informed and believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections and Defendants would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and

1 reasonable attorneys' fees and costs. Employee further informed and believes,
2 and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations was malicious, fraudulent, or oppressive. Defendants would further
4 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). In
5 addition to the above, Plaintiffs are informed and believes, and based thereon
6 alleges that Defendants failed and continue to fail to keep adequate or accurate
7 time records including wage statements and similar payroll documents under
8 Labor Code section 226, documents signed to obtain or hold employment
9 under Labor Code section 432, personnel records under Labor Code section
10 1198.5, time records under Labor Code section 1174, making it difficult for
11 Plaintiffs and other Aggrieved Employees to calculate their unpaid wages
12 and/or premium payments. Plaintiffs and the Aggrieved Employees
13 personally suffered these violations, which in turn would entitle Plaintiffs and
14 other Aggrieved Employees to penalties prescribed by Labor Code sections
15 226 and 1198.5. Defendants would also be liable for civil penalties pursuant
16 to Labor Code sections 558, 1174.5, and 2699. Plaintiffs further informed and
17 believes, and based thereon alleges, that Defendants' conduct above gave rise
18 to such violations was malicious, fraudulent, or oppressive. Defendants would
19 further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 B. Plaintiffs are informed and believes, and based thereon alleges, that
22 Defendants had and have a policy of failing to provide all temporary workers,
23 including without limitation, Plaintiffs, with owed wages weekly by not later
24 than the regular payday of the following week. Plaintiffs are informed and
25 believes that this has resulted in a violation of Labor Code sections 201.3 and
26 1198. As a result, pursuant to Labor Code section 201.3, Plaintiffs and other
27 Aggrieved Employees have personally suffered violations thereto and
28 Defendants would be liable for civil penalties pursuant to Labor Code sections

201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Plaintiffs are informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

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

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

PRAYER

WHEREFORE, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs prays for judgment against Defendants as follows:

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

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Dated: December 5, 2025

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