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10 Attorneys for Plaintiff JOE MUÑOZ
11 on behalf of the State of California,
12 and others similarly situated and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

11 JOE MUÑOZ, on behalf of the State of
12 California, and others similarly situated and
13 aggrieved,

14 Plaintiff,

15 v.

16 ALPHA PROPERTY MANAGEMENT a
17 Nevada Corporation; 21ST CENTURY
18 PERSONNEL LLC, a California limited
19 liability company; and DOES 1-100, inclusive,

20 Defendants.

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County of Los Angeles
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Case No.: **23STCV12751**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, JOE MUÑOZ (“PLAINTIFF”), an individual on behalf of PLAINTIFF, the State
2 of California, and all other Aggrieved Employees (as defined below), hereby files this Complaint
3 against Defendants ALPHA PROPERTY MANAGEMENT a Nevada Corporation; 21ST
4 CENTURY PERSONNEL LLC, a California limited liability company; and DOES 1-100, inclusive,
5 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and
6 thereon alleges as follows:

7 **INTRODUCTION**

8 1. This is a representative action filed by PLAINTIFF on behalf of PLAINTIFF, all
9 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
10 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
11 (75% payable to the Labor and Workforce Development Agency and 25% payable to Aggrieved
12 Employees) for DEFENDANTS’ violations of the California Labor Code as alleged below.

13 **JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
15 California statutes, including but not limited to the PAGA, and decisional law and regulations.

16 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to
17 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
18 this judicial district and conduct alleged by PLAINTIFF herein occurred in this this judicial district.
19 *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue
20 in a PAGA action is proper in any county where the defendants committed Labor Code violations
21 against some of its employees).

22 **THE PARTIES**

23 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
24 California and a citizen of the State of California.

25 5. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
26 DEFENDANTS as a non-exempt employee with a job title of maintenance technician or a similar
27 title from in or around 1999 through in or around July 2022. PALINTIFF worked for
28 DEFENDANTS out of multiple of DEFENDANTS’ locations, facilities, properties and/or

1 communities in California, including but not limited to, out of several facilities, properties and/or
2 communities located throughout Los Angeles County.

3 6. Defendant ALPHA PROPERTY MANAGEMENT is a Nevada Corporation that, at
4 all relevant times, was authorized to do business within the State of California and is doing business
5 in the State of California. ALPHA PROPERTY MANAGEMENT operate and/or otherwise manage
6 property management companies.

7 7. 21ST CENTURY PERSONNEL LLC is a California Corporation that, at all relevant
8 times, was authorized to do business with the State of California and is doing business in the State
9 of California. 21ST Century Personnel owns, operates and/or otherwise manages a business that
10 places workers in several industries and/or with several companies including but not limited to
11 individuals placed with ALPHA PROPERTY MANAGEMENT.

12 8. DEFENDANTS own, operate, manage and/or staff its employees to work at the
13 apartments and/or other location(s) in California, including but not limited to the apartments in Los
14 Angeles, California. DEFENDANTS, through its various locations serves the property management
15 industry.

16 9. The true names and capacities of the DOE Defendants sued herein as DOES 1
17 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
18 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
19 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
20 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
21 become known.

22 10. PLAINTIFF is further informed and believes that, at all relevant times, each
23 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
24 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
25 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
26 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
27 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
28 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant

1 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
2 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
3 controlled, aided and abetted the conduct of all other Defendants.

4 **JOINT LIABILITY**

5 11. Under California law, the definition of the terms “to employ” are broadly construed
6 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
7 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
8 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
9 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
10 was to reach situations in which multiple entities control different aspects of the employment
11 relationship. Supervision of the work, in the specific sense of exercising control over how services
12 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
13 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
14 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
15 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
16 California, applying a less stringent standard to what constitutes sufficient control by a business
17 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
18 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
19 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
20 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
21 employment,” *Id.* at 875 [emphasis added].

22 12. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
23 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
24 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
25 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
26 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
27 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
28 and Aggrieved Employees to work for them.

1 13. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
2 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
3 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
4 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
5 policies and practices regardless of the location(s) where they worked. Among other things,
6 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
7 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
8 over the day-to-day operations and employment matters, including the power to hire and fire, set
9 schedules, issue employee policies, and determine rates of compensation across its locations in
10 California; (3) DEFENDANTS utilize the same policies and procedures for all California
11 employees, including issuing the same employee handbooks and other form agreements; (4)
12 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
13 employment matters; and, (6) DEFENDANTS share employees.

14 14. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
15 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
16 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
17 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
18 wages, hours and working conditions, and/or suffered or permitted them to work so as to be
19 considered the joint employers of PLAINTIFF and Aggrieved Employees. For example, based on
20 information and belief, the legal name of the employer as listed on PLAINTIFF's W2s and/or wage
21 statements from EMPLOYER is: "21st Century Personnel LLC" and/or 21st Century Personnel,
22 LLC." "21st Century Personnel LLC" and/or 21st Century Personnel, LLC" is also identified as
23 the name of the employer on various employment-related documents contained in PLAINTIFF's
24 personnel file, including without limitation, employee-handbook and/or employee handbook
25 acknowledgment and/or other employment acknowledgments and/or agreements. However, other
26 documents in PLAINTIFF's personnel file, including without limitation, PLAINTIFF's employment
27 application and/or employment policies and/or employment policy acknowledgments identify the
28 following as the name(s) of PLAINTIFF's employer: "Alpha Property Management" and/or "Alpha

1 Property Management, Inc.” Still, other documents in PLAINTIFF's personnel file, including but
2 not limited to, personnel status change forms/documents and/or other employment personnel
3 documents identify “Westside Rehab Corporation” and/or “Westside Rehab” as PLAINTIFF's
4 employer. Moreover, DEFENDANTS, and each of them, maintain the same principal place of
5 business and the same agent for service of process as provided to the California Secretary of State
6 and/or use at least some of the same Human Resources personnel and attorneys to oversee
7 employment matters. As such, DEFENDANTS exercised sufficient control over PLAINTIFF and
8 the Aggrieved Employees' wages, hours and working conditions, and/or suffered or permitted
9 PLAINTIFF and the Aggrieved Employees to work so as to be considered the joint employers of
10 PLAINTIFF and the Aggrieved Employees.

11 15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
12 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
13 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
14 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
15 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
16 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
17 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
18 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
19 and other Aggrieved Employees' employment with or without cause. Upon information and belief,
20 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
21 writing the details of their compensation, and the manner in which they were to take meal and rest
22 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
23 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
24 collectively would evaluate their wage rates.

25 16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
26 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
27 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
28 Employees' employment, including the instrumentality that resulted in the illegal conduct for which

1 PLAINTIFF seeks relief in this Complaint.

2 17. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
3 control over, applied the same policies and practices, and engaged in the same acts and omissions
4 with regard to the other Aggrieved Employees.

5 18. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must
6 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
7 PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform
8 services from which they benefited, and furthermore that the aforementioned entities had the right
9 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
10 times herein, so as to be considered the joint employers of PLAINTIFF.

11 19. By reason of their status as joint employers of PLAINTIFF and Aggrieved
12 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
13 Code and applicable Wage Orders as to all Aggrieved Employees.

14 **PAGA ALLEGATIONS**

15 20. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
16 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
17 Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the
18 following and are collectively referred to herein as “Aggrieved Employees”:

19 a. all non-exempt workers who were directly employed by 21ST CENTURY
20 PERSONNEL LLC regardless of where those non-exempt workers were
21 assigned or staffed to work – in California at any time from one year plus 65
22 days from the filing of the initial Complaint through the present (“PAGA
23 Period”).

24 b. all non-exempt workers who were assigned/staffed to work at ALPHA
25 PROPERTY MANAGEMENT, LLC, by 21ST CENTURY PERSONNEL LLC
26 and/or any other staffing/temporary service agencies in California at any time
27 from one year plus 65 days from the filing of the initial Complaint through the
28 present (“PAGA Period”).

1 c. all non-exempt workers who were directly employed by ALPHA PROPERTY
2 MANAGEMENT in California at any time from one year plus 65 days from the
3 filing of the initial Complaint through the present (“PAGA Period”).

4 21. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code
5 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
6 limitations period and suffered one or more of the Labor Code violations set forth herein.
7 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved
8 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
9 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved
10 Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by
11 one or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23
12 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations
13 committed by the employer – regardless of whether Plaintiff experienced all violations personally.
14 *Id.* at 760-761.

15 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

16 22. PLAINTIFF, on March 28, 2023, through counsel, gave written notice by online
17 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
18 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
19 in this Complaint (“PAGA Notice”).

20 23. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
21 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
22 Employees.

23 24. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
24 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
25 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

26 **FACTUAL ALLEGATIONS**

27 25. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees
28 worked for DEFENDANTS in the State of California. At all times referenced herein,

1 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees, and suffered and/or
2 permitted them to work.

3 26. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFFS worked for
4 DEFENDANTS as a non-exempt employee with a job title of, maintenance technician or a similar
5 title from in or around 1999 through in or around July 2022. PLAINTIFF worked for
6 DEFENDANTS at DEFENDANTS' Los Angeles, California location(s). PLAINTIFF regularly
7 worked at least eight hours, at least five days per week. DEFENDANTS paid PLAINTIFF an hourly
8 rate for time counted by DEFENDANTS as hours worked.

9 27. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
10 hourly basis for time counted by DEFENDANTS as hours worked.

11 28. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
12 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
13 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
14 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
15 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
16 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
17 below.

18 29. Based on information and belief, DEFENDANTS implemented a policy and/or
19 practice of rounding meal period start and end times and/or automatically deducting at least thirty
20 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
21 PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
22 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
23 PLAINTIFF and Aggrieved Employees of all wages owed.

24 30. Based on information and belief, Aggrieved Employees were not paid for all hours
25 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
26 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
27 the clock work policies and/or practices. For example, PLAINTIFF and other Aggrieved Employees
28 were required to record their scheduled hours rather than actual time worked and/or forego recording

1 any and/or all overtime hours worked resulting in EMPLOYER's failure to pay PLAINTIFF and
2 other Aggrieved Employees for all hours worked, in violation of including but not limited to,
3 California's minimum wage laws. For example, based on information and belief, DEFENDANTS
4 had actual and/or constructive knowledge PLAINTIFF and other Aggrieved Employees had to work
5 beyond eight hours in a day and/or beyond forty hours in a week to complete their assigned job
6 duties, however, at times, DEFENDANTS refused to compensate Aggrieved Employees at all for
7 this time worked beyond eight hours in a day and/or beyond forty hours in a week resulting in
8 violations of including but not limited to California's minimum wage laws.

9 31. Based on information and belief, DEFENDANTS did not compensate Aggrieved
10 Employees for time spent donning and doffing uniforms/work clothing/personal protective/safety
11 equipment (e.g., face masks and/or gloves) during off-the-clock meal periods, before the start of a
12 scheduled shift, and after completing a scheduled shift.

13 32. Based on information and belief, Aggrieved Employees were pressured to complete
14 at least some work tasks off-the-clock in order to meet DEFENDANTS' goals and expectations. For
15 example, on information and belief, Aggrieved Employees were also required to complete off-the-
16 clock work outside of scheduled shifts and/or during unpaid meal periods due to work-related phone
17 calls and/or messages they received and were required to respond to, including but not limited to,
18 communications from supervisors regarding scheduling and/or other work tasks, resulting in the
19 underpayment of wages owed to Aggrieved Employees.

20 33. Based on information and belief, Aggrieved Employees were required to perform
21 other pre-shift and/or post-shift off-the-clock work for which they were not compensated. For
22 example, based on information and belief, after completing a shift and clocking out for a shift,
23 Aggrieved Employees were required to keep working. For example, at times, based on information
24 and belief, DEFENDANTS required Aggrieved Employees to perform cleaning tasks, return
25 equipment to DEFENDANTS' offices and/or other facility, perform work-related
26 administrative/clerical tasks and/or complete other work tasks after clocking out for a shift. This
27 work time was completed off-the-clock/outside of the scheduled shift and was uncompensated
28 resulting in unpaid minimum and overtime wages owed to Aggrieved Employees. Moreover, based

1 on information and belief, DEFENDANTS required PLAINTIFF and other Aggrieved Employees
2 to drive their vehicles to DEFENDANTS' office at the start of each workday to obtain their work
3 orders for the day and/or complete other work tasks before driving to their first assigned work
4 location(s) but did not compensate PLAINTIFF and other Aggrieved Employees for all time spent
5 performing these pre-shift off the clock work tasks, resulting in the underpayment of minimum
6 wages and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

7 34. Based on information and belief, at times, some Aggrieved Employees, including but
8 not limited to those working as property managers, onsite property managers, community managers
9 and/or similar title(s) were misclassified by DEFENDANTS as exempt and compensated on a salary
10 basis when they were in fact non-exempt employees. Based on information and belief, at times,
11 DEFENDANTS misclassified some Aggrieved Employees as exempt employees to try to evade
12 California wage and hour laws including but not limited to, payment of minimum and overtime
13 wages and provision of meal and rest periods even though misclassified Aggrieved Employees did
14 not satisfy any test for exemption under California law. For example, based on information and
15 belief, misclassified Aggrieved Employees did not regularly exercise discretion/independent
16 judgment in their jobs and typically spent more than fifty percent of their workday performing non-
17 exempt duties such as, but not limited to, answering phone calls, scheduling workers, collecting
18 signatures on documents/clerical/ministerial duties, and/or other non-discretionary duties not
19 requiring the exercise of independent judgment to perform.

20 35. Based on further information and belief, misclassified Aggrieved Employees were
21 not compensated with a monthly salary (exclusive of the value of any lodging) that equated to twice
22 the California minimum wage rate. See, Labor Code section 515 and Cal. Code of Regs., tit. 8, §
23 11040 [providing that, for each exempted category, the employee must earn “a monthly salary
24 equivalent to no less than two (2) times the state minimum wage for full-time employment”]. Based
25 on information and belief, Aggrieved Employees that were paid on a salary basis and/or otherwise
26 misclassified as exempt were denied all owed minimum wages due to EMPLOYER’s
27 misclassification scheme.

28 36. Violation of IWC Wage Order Section 10: Section 10 of all applicable IWC Wage

1 Orders states that “lodging may not be credited against the minimum wage without a voluntary
2 written agreement between the employer and the employee.” Case law indicates that the agreement
3 must state that the employer will credit lodging against the employee’s wages. See, Von Nothdurft
4 v. Steck (2014) 227 Cal.App.4th 524 (2014) (the employer and the employee “must voluntarily
5 agree to credit lodging against the employee’s wages.”) Assuming the existence of such a voluntary
6 written agreement, Section 10 of IWC Wage Order 5-2001 (and all applicable IWC Wage Orders)
7 sets forth the maximum amounts that can be credited for lodging against the minimum wage. Based
8 on information and belief, DEFENDANTS had and has a policy and practice of unlawfully crediting
9 lodging against the minimum wages owed to Aggrieved Employees, resulting in the underpayment
10 of minimum wages owed. For example, based on information and belief, DEFENDANTS credit
11 lodging towards its minimum wage obligations to Aggrieved Employees that exceeds the maximum
12 allowable rental credit under California law and/or DEFENDANTS fail to execute voluntary written
13 agreement(s) to credit lodging against its minimum wage obligations due to, including but not
14 limited to, failure to explicitly state that the rental credit is being applied towards the employer’s
15 minimum wage obligations and/or failure to execute any voluntary written agreement, as required
16 under California law. See Section 10 of IWC Wage Order Section 5-2001 (and all applicable IWC
17 Wage Orders).

18 37. Based on information and belief, DEFENDANTS failed to pay Aggrieved
19 Employees for time they were required to spend completing orientation, policy questionnaires,
20 and/or time spent completing the onboarding process including but not limited to reviewing various
21 documents and policies provided by DEFEDANTS. Based on information and belief, this work time
22 was completed off-the-clock and was not compensated.

23 38. Based in information and belief, DEFENDANTS implemented a time-rounding
24 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
25 compensable time because the time-rounding system implemented by DEFENDANTS would
26 almost always, if not always, result in understating actual compensable work time. For example,
27 DEFENDANTS' pay records, payroll register/payroll records and/or wage statements issued to
28 PLAINTIFF evidence rounding to the at least the nearest quarter, half and/or whole hour. For

1 example, DEFENDANTS' payroll register/pay records for PLAINTIFF for paycheck dated January
2 5, 2022 shows precisely 80.00 regular hours worked and no overtime hours worked; similarly
3 DEFENDANTS' payroll register/pay records for PLAINTIFF for paycheck dated January 20, 2022
4 shows precisely 56.00 regular hours worked and no overtime hours worked; DEFENDANTS'
5 payroll register/pay records for PLAINTIFF for paycheck dated 2/4/22 shows precisely 48.00
6 regular hours worked and no overtime hours worked; DEFENDANTS' payroll register/pay records
7 for PLAINTIFF for paycheck dated 2/18/22 shows precisely 88.00 regular hours worked and no
8 overtime hours worked; DEFENDANTS' payroll register/pay records for PLAINTIFF for paycheck
9 dated 4/5/22 shows precisely 96.00 regular hours worked and 4.00 overtime hours worked. Based
10 on information and belief, DEFENDANTS rounded PLAINTIFF's and other Aggrieved Employees'
11 total hours worked during most if not all pay periods during the relevant period, resulting in the
12 failure to pay Aggrieved Employees for all hours worked, in violation of California's minimum
13 wage laws and overtime wage laws as well as record-keeping and wage statement violations, among
14 other Labor Code violations described herein.

15 39. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
16 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
17 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
18 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
19 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
20 forty (40) hours in a week. For example, PLAINTIFF and other Aggrieved Employees were required
21 to record their scheduled hours rather than actual time worked and/or forego recording any and/or
22 all overtime hours worked resulting in DEFENDANTS' failure to pay PLAINTIFF and other
23 Aggrieved Employees for all time worked, and the underpayment of minimum wages and overtime
24 wages owed to PLAINTIFF and other Aggrieved Employees. For example, based on information
25 and belief, DEFENDANTS had actual and/or constructive knowledge that PLAINTIFF and other
26 Aggrieved Employees had to work beyond eight hours in a day and/or beyond forty hours in a week
27 to complete their assigned job duties, however, at times, DEFENDANTS refused to compensate
28 Aggrieved Employees at all for this time and/or failed to compensate Aggrieved Employees at any

1 premium wage rate worked beyond eight hours in a day and/or beyond forty hours in a week
2 resulting in violations of including but not limited to California's overtime wage laws.

3 40. Based on information and belief, DEFENDANTS had actual and/or constructive
4 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
5 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
6 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
7 of California's minimum and overtime wage laws.

8 41. Based on information and belief, DEFENDANTS failed and continue to fail to pay
9 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
10 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
11 a work week, in violation of California's overtime laws.

12 42. Based on information and belief, DEFENDANTS failed to incorporate all non-
13 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
14 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
15 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
16 wages owed to PLAINTIFF and other Aggrieved Employees.

17 43. Based on information and belief, Aggrieved Employees that were paid on a salary
18 basis and/or otherwise misclassified as exempt were denied all owed overtime wages due to
19 DEFENDANTS' misclassification scheme.

20 44. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
21 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
22 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
23 (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees
24 were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often
25 being forced to take late meal periods, interrupted meal periods, and/or work through part or all their
26 meal periods due to understaffing, the nature and constraints of their job duties and/or commentary
27 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
28 completely. For example, PLAINTIFF and other Aggrieved Employees were required to respond

1 to work-related phone calls and/or messages from their supervisors and/or other Aggrieved
2 Employees during unpaid meal periods. As such, Aggrieved Employees were consistently suffered,
3 permitted and/or required to work through their meal periods, cut them short and/or take interrupted
4 meal periods due to DEFENDANTS' requirement they monitor work communication devices and
5 respond to work communications while clocked out for meal periods. At other times, Aggrieved
6 Employees were required to take interrupted, shortened, and/or late meal periods due to the nature
7 and constraints of their job duties, the need to attend to residents, fill maintenance requests complete
8 other work tasks.

9 45. Moreover, DEFENDANTS required PLAINTIFF and other Aggrieved Employees
10 to monitor their phones for work communications at all times during their shifts, including during
11 unpaid meal periods. Based on information and belief, Aggrieved Employees were required to
12 monitor work communication devices and/or remain tethered to their worksites during unpaid meal
13 periods. As such, Aggrieved Employees were not relieved of all duties and DEFENDANTS' control
14 during unpaid meal periods, resulting in meal period violations and off-the-clock work.

15 46. Based on information and belief, other Aggrieved Employees were consistently
16 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
17 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
18 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and
19 expectations.

20 47. Based on information and belief, DEFENDANTS implemented policies and/or
21 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
22 during unpaid meal periods.

23 48. Based on information and belief, DEFENDANTS required Aggrieved Employees to
24 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
25 into account when scheduling meal periods for Aggrieved Employees. Based on information and
26 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

27 49. Based on information and belief, despite DEFENDANTS' failure to provide lawful
28 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end

1 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
2 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
3 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
4 Employees did not receive lawful meal periods.

5 50. Moreover, based on information and belief, Aggrieved Employees who worked shifts
6 of more than ten hours did not receive a second legally compliant thirty (30) minute meal perio

7 51. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
8 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
9 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
10 did DEFENDANTS have any sort of compliant policy in practice.

11 52. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
12 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
13 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally
14 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
15 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
16 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

17 53. Based on information and belief, DEFENDANTS had actual and/or constructive
18 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
19 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
20 violation of California's meal period laws.

21 54. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
22 additional hour of wages at their respective regular rates of compensation for each workday a lawful
23 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
24 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
25 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
26 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
27 compensation for purposes of calculating the owed meal period premium.

28 55. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide

1 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
2 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
3 middle of the work period, as required by law.

4 56. PLAINTIFF and other Aggrieved Employees were not adequately informed,
5 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
6 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
7 the taking or timing of duty-free rest periods.

8 57. Based on information and belief, DEFENDANTS did not have a have a compliant
9 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
10 practice. For example, PLAINTIFF and other Aggrieved Employees were required to respond to
11 any calls/messages received from their supervisors and/or other Aggrieved Employees, during,
12 including but not limited to, purportedly off-duty rest periods. Also, DEFENDANTS denied
13 PLAINTIFF and other Aggrieved Employees' rest periods in a suitable resting area and/or restricted
14 PLAINTIFF and other Aggrieved Employees to their immediate work area(s)/worksite premise
15 during purportedly off-duty rest periods. As such, PLAINTIFF and other Aggrieved Employees
16 were frequently suffered, required and/or permitted to take interrupted, shortened and/or otherwise
17 unlawful rest periods.

18 58. Moreover, based on information and belief, as explained above, PLAINTIFF and
19 other Aggrieved Employees were required to monitor work communication devices and respond to
20 work-related communications during purportedly off-duty rest periods. Based on information and
21 belief, Aggrieved Employees were also restricted to the work premises/their immediate work area(s)
22 during purportedly off-duty rest periods. As such, Aggrieved Employees were not relieved of all
23 duties and DEFENDANTS' control during rest periods.

24 59. Based on information and belief, any purported rest periods were interrupted, cut
25 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
26 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
27 completely and/or take non-compliant rest periods.

28 60. Moreover, based on information and belief, DEFENDANTS failed to provide any

1 form of a third rest period on shifts lasting longer than ten hours.

2 61. Based on information and belief, DEFENDANTS implemented policies and/or
3 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
4 DEFENDANTS' control during rest periods.

5 62. Based on information and belief, Aggrieved Employees were pressured to complete
6 their work duties according to a designated schedule such that rest periods were only taken once
7 tasks were completed, and/or as time permitted.

8 63. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
9 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
10 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
11 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
12 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
13 shift differential pay, and/or other non-discretionary compensation into the regular rate of
14 compensation for purposes of calculating the owed rest period premium.

15 64. **Failure to Provide Suitable Resting Facilities:** Per section 13 of all applicable IWC
16 Wage Orders, including but not limited to Wage Order 4, employees shall be provided with suitable
17 resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be
18 provided in an area separate from the toilet rooms and shall be available to employees during work
19 hours."

20 65. DEFENDANTS' locations/facilities are generally similar in layout and design, and
21 there was, and continues to be, space that allows for a resting facility that employees may use to
22 cease work and recover during meal or rest periods. DEFENDANTS could have provided
23 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
24 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
25 employees with suitable areas to rest (e.g. a breakroom). As a result, PLAINTIFF and other
26 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
27 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
28 which are not designated or reserved for their rest.

1 66. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
2 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

3 67. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
4 Aggrieved Employees violated and continue to violate the applicable Wage Order, section 13(B)
5 and the California Labor Code, including but not limited to section 1198.

6 68. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
7 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
8 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
9 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
10 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
11 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate by the employee.

14 69. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
15 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
16 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF
17 and Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
18 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
19 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
20 other off-the-clock work policies and practices described above) which results in a violation of
21 Labor Code section 226(a).

22 70. Based on information and belief, wage statements issued by DEFENDANTS failed
23 to list all applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
25 Code section 226(a)(9).

26 71. Moreover, based on information and belief, DEFENDANTS issued wage statements
27 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
28 other things, failing to list the correct name and/or address of the legal entity that is the employer,

1 in violation of Labor Code section 226(a)(8).

2 72. Based on information and belief, wage statements issued by DEFENDANTS failed
3 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

4 73. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
5 not include all of the statutorily required information, including but not limited to, the correct name
6 and/or address of the legal entity that is the employer.

7 74. Based on further information and belief, DEFENDANTS issued wage statements to
8 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
9 wages were paid in violation of Labor Code section 226.

10 75. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
11 Employees that were not accurate and did not include all of the statutorily required information. As
12 such, DEFENDANTS violated Labor Code section 226.

13 76. **Unlawful Deductions:** Labor Code section 221 prohibits an employer from
14 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
15 to said employee." Based on information and belief DEFENDANTS made unlawful deductions
16 from Aggrieved Employees paychecks during the relevant period. Such a practice is in violation of
17 including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil
18 penalties under Labor Code Section 2699.

19 77. **Failure to Produce Employment Records.** Based on information and belief,
20 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
21 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code
22 sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF sent a
23 written request for payroll and personnel records to DEFENDANTS. Yet, DEFENDANTS failed to
24 timely produce complete records, including but not limited to, wage statements and time records,
25 within the time periods delineated by California labor law. Based on information and belief,
26 DEFENDANTS failed and continues to fail to timely produce complete payroll and personnel
27 records when requested by other Aggrieved Employees. Based on information and belief,
28 DEFENDANTS failed and continue to fail to timely produce complete time, pay, and personnel

1 records when requested by other Aggrieved Employees.

2 78. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
3 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
4 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
5 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
6 required by law, including but not limited to the following records: total daily hours worked,
7 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
8 began and ended each work period, time records of meal periods, and accurate itemized wage
9 statements.

10 79. DEFENDANTS have failed and continue to fail to keep accurate and complete
11 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
12 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
13 employer control during unpaid meal periods, failure to record the true start and end times of meal
14 periods, shift start times and shift end times, and other off-the-clock work policies and practices
15 described herein.

16 80. **Unreimbursed Business Expenses.** Based on information and belief,
17 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
18 as a direct consequence of the performance of their job duties without providing reimbursement, in
19 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
20 Aggrieved Employees were improperly required to provide and maintain work tools that are
21 supposed to be the responsibility of the employer.

22 81. Based on information and belief, DEFENDANTS shifted the costs of doing business
23 onto Aggrieved Employees by requiring them to pay for business expenses. For example, based on
24 information and belief DEFENDANTS required Aggrieved Employees to pay for business
25 expenses, including but not limited to, use of Aggrieved Employees' personal mobile phones/mobile
26 devices/internet/data plan charges and costs associated with the purchase and/or maintenance of
27 work uniforms/work clothing and shoes and/or safety/protective gear. For example, PLAINTIFF
28 regularly received work-related calls and/or messages to his personal phones from managers and/or

1 supervisors, including but not limited to, regarding scheduling/other work tasks but was not
2 reimbursed by DEFENDANTS. Based on information and belief, Aggrieved Employees were not
3 reimbursed for the cost of using their personal phone for work related purposes and/or the cost of
4 purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety
5 gear. Also, DEFENDANTS did not reimburse Aggrieved Employees for the costs they incurred
6 in having to purchase/maintain their own work tools, including but not limited to, hand tools, power
7 tools and/or equipment they required to perform their assigned job duties. For example,
8 PLAINTIFF had to use his personal tools and/or equipment for work, including but not limited to,
9 a saw, a drill, among other personal tools and/or equipment, without receiving any/full
10 reimbursement from DEFENDANTS for the costs he incurred in connection with having to
11 purchase, repair and/or maintain the personal tools and/or equipment DEFENDANTS required he
12 use to perform his job duties.

13 82. Based on further information and belief, Aggrieved Employees incurred expenses
14 associated with being required to use their personal vehicles for work without receiving any/full
15 reimbursement from DEFENDANTS for the costs they incurred in connection therewith. For
16 example, based on information and belief, DEFENDANTS required Aggrieved Employees to drive
17 their personal vehicles between DEFENDANTS' various locations/complexes and/or for other
18 work-related purposes without reimbursing Aggrieved Employees for all vehicle-related expenses
19 they incurred as a direct consequence thereof, including but not limited to, gas, mileage, and vehicle
20 wear and tear. For example, DEFENDANTS required PLAINTIFF to drive his personal vehicle to
21 DEFENDANTS' office each workday to obtain his work orders for the day and/or complete other
22 work tasks and then required PLAINTIFF to use his personal vehicle to drive from DEFENDANTS'
23 office to his various assigned work locations throughout the workday. PLAINTIFF was not provided
24 with any and/or full reimbursement from DEFENDANTS for this personal vehicle use. For
25 example, DEFENDANTS failed to provide any reimbursement for mileage and/or wear and tear on
26 the vehicle, among other vehicle-related expenses. As such, DEFENDANTS failed to compensate
27 Aggrieved Employees at the applicable legally mandated Internal Revenue Service per mile
28 compensation rate(s) in effect during the relevant period.

1 83. Based on information and belief, DEFENDANTS regularly failed to reimburse and
2 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
3 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
4 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
5 assigned by DEFENDANTS.

6 84. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
7 for all reasonable expenses associated with carrying out their duties required that Aggrieved
8 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
9 2802.

10 85. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
11 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
12 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
13 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
14 accrued sick leave hours on the correct number of hours worked (as a result of the
15 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
16 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
17 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
18 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
19 compensation into the sick leave pay rate calculation.

20 86. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
21 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
22 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
23 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
24 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
25 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
26 used sick leave and the balance of paid sick leave.

27 87. Based on information and belief, throughout the relevant time period,
28 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and

1 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
2 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
3 prior to their respective separations, for as on several occasions thereafter, he or she would have
4 been entitled to use the banked sick leave and earn appropriate compensation.

5 88. Upon information and belief, DEFENDANTS failed and continue to fail to comply
6 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
7 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
8 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
9 wages.

10 89. As such, DEFENDANTS have violated California's paid sick leave laws and
11 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
12 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
13 unlawful practices and policies violate Labor Code sections 245-248.5.

14 90. **Failure To Provide Supplemental Paid Sick Leave.** Labor Code § 248.2 provides
15 that all employers with 26 or more employees are required to provide up to 80 hours for covered
16 employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care
17 for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS
18 violated Labor Code § 248.2 by not providing Aggrieved Employees with required 2021 COVID-
19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to
20 provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

21 91. **Failure to Pay Vested Vacation/Paid Time Off:** Based on information and belief,
22 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
23 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
24 failing to pay all vested, accrued paid time off to Aggrieved Employees upon separation of
25 employment, in violation of California law, including but not limited to, Labor Code section 227.3.

26 92. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
27 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
28 were due and owing upon termination or resignation. Based on information and belief,

1 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
2 requirements of Labor Code sections 201-202.

3 93. Upon separation of employment, Aggrieved Employees' final paychecks were not
4 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
5 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
6 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
7 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
8 accrued rates.

9 94. Based on further information and belief, DEFENDANTS failed to timely provide all
10 owed wages immediately upon discharge of employment. Based in information and belief, at times,
11 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
12 Aggrieved Employees would not be called in for work for longer than a single pay period due to
13 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
14 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
15 the end of such periods of employment, in violation of including but not limited to Labor Code
16 section 201-202.

17 **Unlawful Inquiries into Salary History**

18 95. Labor code section 432.3 provides in part "(b) An employer shall not, orally or in
19 writing, personally or through an agent, seek salary history information, including compensation
20 and benefits, about an applicant for employment." Based on information and belief, DEFENDANTS
21 have a policy and/or practice of unlawfully asking Aggrieved Employees to reveal their salary
22 history when applying for employment with DEFENDANTS. For example, based on information
23 and belief, when Aggrieved Employees applied for employment, DEFENDANTS required them to
24 fill out an application that requested, among other things, the following information: Name and
25 address of former employer, length of former employment relationship, and the "pay start" and
26 "final" pay/salary of the former employment relationship, in violation of Labor Code section 432.3.

27 96. Moreover, by requiring Aggrieved Employees to disclose prior salary information in
28 a written application for employment, DEFENDANTS violated Labor Code section 432.5 by

1 requiring Aggrieved Employees to agree in writing to disclose their salary history as a condition of
2 obtaining employment with DEFENDANTS, in violation of California law.

3 97. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

4 Unlawful Agreements/ Unlawful Financial and Criminal Background Checks.

5 98. Based on information and belief, DEFENDANTS required Aggrieved Employees to
6 agree in writing to unlawful conditions of employment including but not limited to unlawful
7 criminal and/or financial checks as a condition of obtaining and/or continuing employment in
8 violation of Labor Code section 432.5.

9 99. Based on information and belief, DEFENDANTS ordered unlawful financial credit
10 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved
11 Employees to provide ongoing written consent to the unlawful credit checks as a condition of
12 employment, in violation of California and Federal law, which results in a further violation of Labor
13 Code section 432.5.

14 100. Based on information and belief, DEFENDANTS also required Aggrieved
15 Employees to submit and/or agree to submit in writing to unlawful criminal background checks as
16 a condition of obtaining and/or holding employment in violation of the Investigative Consumer
17 Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit
18 Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*). Based on information and belief,
19 DEFENDANTS failed and continue to fail to comply with the requirements of the ICRAA and
20 FCRA when conducting background screenings for applicants, including but not limited to
21 Aggrieved Employees that were subject to a background check as a condition of employment during
22 the application phase.

23 101. Based on information and belief, DEFENDANTS required Aggrieved Employees to
24 agree in writing to a background check which failed to abide by the requirements set forth in CA
25 Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by
26 failing to provide a clear and conspicuous disclosure and/or failing to provide any disclosure at all,
27 failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for
28 the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA,

1 failing to provide a way by which the individual could request a copy of the report, failing to disclose
2 the name, address, and telephone number of the third party preparing the report, and failing to
3 properly obtain authorization or consent to such a background check, and thus was an unlawful
4 background check.

5 102. By requiring Aggrieved Employees to agree in writing to unlawful criminal and/or
6 financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code
7 section 432.5.

8 103. Based on further information and belief, DEFENDANTS also required Aggrieved
9 Employees to agree in writing to provide ongoing consent to DEFENDANTS to conduct
10 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
11 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
12 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

13 104. Based on further information and belief, DEFENDANTS knew that requiring
14 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
15 condition of obtaining and/or holding employment was unlawful.

16 105. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
17 condition of employment, DEFENDANTS violated Labor Code section 432.5.

18 Unlawful Inquires into Criminal History

19 106. Labor Code section 432.7 prohibits an employer from asking applicants about past
20 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
21 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
22 convictions on its employment application, in violation of California law.

23 107. Upon information and belief, DEFENDANTS, in violation of California law,
24 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
25 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
26 employment and/or otherwise impermissibly inquired into criminal history on its employment
27 application in violation of California law, and in violation of Labor code section 432.5.

28 Unlawful PAGA Waiver

108. Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

109. An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

110. Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

111. Upon information and belief, DEFENDANTS required Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring PLAINTIFF and other Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

112. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS engaged in these same herein described unlawful practices, which led to violations of the California Labor Code as further alleged below, and that DEFENDANTS applied these same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION
VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS
2698, ET SEQ.
(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all
Defendants)

113. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

Failure to Keep Accurate Records

1 114. California Labor Code § 1174 requires employers to keep “accurate and complete”
2 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
3 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
4 times during which all owed meal periods were provided each day.

5 115. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
6 and complete records as required by law, including but not limited to the following records: total
7 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
8 Aggrieved Employees began and ended each work period, time records of meal periods, and
9 accurate itemized wage statements.

10 116. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
11 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
12 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
13 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
14 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
15 period during which the referenced statutes and Wage Order provisions were violated.¹

16 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

17 117. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
18 Orders, section 7 require that employers keep the following information on file for each employee
19 for a minimum of three years: The employee’s dates of employment; the employee’s hourly rates
20 and the corresponding number of hours worked by the employee at each hourly rate, when the
21 employee begins and ends each work period (including meal periods) and split intervals; total hours
22 worked by the employee; all deductions; gross wages earned; and net wages earned.

23 118. Section (b) of Labor Code section 226 further requires employers to “afford current
24 and former employees the right to inspect or receive a copy of records pertaining to their

25 ¹ Labor Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Labor
26 Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the
27 employee was underpaid”); All applicable wage orders, § 20 (establishing that “in addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid”) (emphasis added).

1 employment upon reasonable request to the employer.” Section (c) of Labor Code section 226
2 provides that, “an employer who receives a written or oral request to inspect or receive a copy of
3 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
4 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
5 violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe
6 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
7 the employer. Lab. Code section 226(f).

8 119. Personnel Records. In addition to their right to time and pay records, employees, and
9 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
10 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
11 section 432 further specifies that employers must furnish copies of all employment records bearing
12 the employee’s signature. Labor Code section 1198.5 also requires that the file be made available
13 for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days
14 from the date the employer receives a written request.” An employer’s failure to comply within this
15 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
16 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

17 120. Based on information and belief, DEFENDANTS fail to timely produce or make
18 available Aggrieved Employees’ personnel records and/or payroll records when requested pursuant
19 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
20 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

21 **Meal Period Violations**

22 121. California law requires employers to provide employees a duty-free, uninterrupted
23 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
24 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
25 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
26 *Court* (2012) 53 Cal.4th 1004.

27 122. Employers must also provide employees with a second duty-free, uninterrupted thirty
28 (30) minute meal period when an employee works more than (10) hours in a workday, and it must

1 be provided before the end of the 10th hour of work. *Ibid.*

2 123. Employers covered by any and all applicable IWC Wage Orders have an obligation
3 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
4 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
5 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
6 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
7 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
8 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
9 provided”).

10 124. Employers must pay employees an additional hour of wages at the employees’
11 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
12 meal period, first meal period provided after five (5) hours, second meal period provided after 10
13 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
14 provide an employee a meal period in accordance with the applicable provision of this Order, the
15 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
16 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

17 125. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
18 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
19 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
20 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
21 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
22 periods completely.

23 126. Based on information and belief, DEFENDANTS had and continue to have a policy
24 of rounding the start and end times of employees’ meal periods and/or automatically deducting thirty
25 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
26 Aggrieved Employees did not receive compliant meal periods.

27 127. Moreover, based on information and belief, Aggrieved Employees did not receive a
28 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

1 128. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
2 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
3 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
4 violation of California's meal period laws.

5 129. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
6 periods in violation of California law and/or failed to pay the proper meal period premium for failure
7 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
8 differential pay and/or other non-discretionary compensation into the regular rate or compensation
9 for purposes of calculating the owed meal period premium.

10 130. These unlawful meal period policies and practices result in violations of Labor Code
11 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
12 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
13 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
14 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

15 **Rest Period Violations**

16 131. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
17 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
18 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
19 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
20 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
21 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
22 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
23 1029). The rest period requirement obligates employers to permit and authorize employees to take
24 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
25 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
26 257. If the employer fails to provide any required rest period, the employer must pay the employee
27 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
28 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and

1 applicable IWC Wage Order, §12(B).

2 132. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
3 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
4 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
5 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
6 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
7 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
8 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
9 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
10 “onus is on the employer to clearly communicate the authorization and permission [to take rest
11 periods] to its employees.”).

12 133. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
13 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
14 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
15 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
16 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
17 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

18 134. Based on information and belief, DEFENDANTS implemented policies and/or
19 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
20 employer control during rest periods. Based on further information and belief, Aggrieved
21 Employees were pressured to complete their work duties according to a designated schedule such
22 that rest periods were only taken once tasks were completed, and/or as time permitted.

23 135. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
24 first, second, or third rest periods as required by California law.

25 136. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
26 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
27 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
28 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including

1 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
2 the regular rate of compensation for purposes of determining the owed rest period premium.

3 137. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
4 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
5 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

6 **Failure to Provide Suitable Resting Facilities:**

7 138. Per section 13 of all applicable IWC Wage Orders, including but not limited to Wage
8 Order 4, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage
9 Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet
10 rooms and shall be available to employees during work hours."

11 139. DEFENDANTS' locations/facilities are generally similar in layout and design, and
12 there was, and continues to be, space that allows for a resting facility that employees may use to
13 cease work and recover during meal or rest periods. DEFENDANTS could have provided
14 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
15 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
16 employees with suitable areas to rest (e.g. a breakroom). As a result, PLAINTIFF and other
17 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
18 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
19 which are not designated or reserved for their rest, such as their personal vehicles.

20 140. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
21 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

22 141. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
23 Aggrieved Employees violated and continue to violate the applicable Wage Order, section 13(B)
24 and the California Labor Code, including but not limited to section 1198.

25 **Minimum and Overtime Wage Violations**

26 142. California law provides that employees in California must be paid for all hours
27 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
28 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.

1 The minimum wage standard applies to each hour employees worked for which they were not paid.
2 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
3 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
4 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

5 143. California law also provides that employees in California must be paid overtime,
6 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
7 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
8 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
9 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
10 consecutive day of work in a work week. *Ibid.*

11 144. As explained above, DEFENDANTS violated California's minimum and overtime
12 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
13 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
14 start and end times and meal period start and end times), payment according to scheduled hours
15 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
16 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
17 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

18 145. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
19 Aggrieved Employees for all hours worked.

20 146. Based on information and belief, DEFENDANTS had actual or constructive
21 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
22 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
23 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
24 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
25 Employees.

26 147. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
27 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
28 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in

1 violation of California's overtime laws.

2 148. Based on information and belief, DEFENDANTS further violated California's
3 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
4 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
5 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
6 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
7 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
8 other Aggrieved Employees.

9 149. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
10 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
11 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
12 Wage Orders, section 20.

13 **Statutory Wage Violations**

14 150. California Labor Code section 223 makes it unlawful for an employer to secretly pay
15 wages lower than required by statute while purporting to pay legal wages. As described above,
16 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
17 earned minimum and overtime compensation for all hours worked which resulted in the payment of
18 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
19 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
20 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
21 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
22 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
23 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
24 Labor Code § 2699(f)-(g).

25 **Refusal to Make Payment**

26 151. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
27 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
28 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all

1 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
2 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
3 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
4 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
5 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

6 **Standard Conditions of Labor Violations**

7 152. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
8 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
9 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
10 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
11 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
12 minimum/overtime wages and other violations described herein result in separate violations of
13 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
14 1197.1 and 2699.

15 **Business Expense Violations**

16 153. California law requires employers to indemnify their employees for all necessary
17 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
18 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
19 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
20 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
21 incurred by the employee enforcing the rights granted by this section."

22 154. Among other things, under California law, when employees must use their personal
23 cellphones for work-related purposes, the employer must reimburse them for a reasonable
24 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
25 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was

26
27 ² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
2 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
3 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
4 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

5 155. Further, “any contract or agreement, express or implied, made by any employee to
6 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
7 any employee or his personal representative of any right or remedy to which he is entitled to under
8 the laws of this State.” *See* Cal. Lab. Code section 2804.

9 156. As described above, PLAINTIFF and the Aggrieved Employees were improperly
10 required to pay for business expenses that are legally the responsibility of the employer.

11 157. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
12 full reimbursement for all reasonable expenses associated with carrying out their duties required
13 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
14 expenses in violation of Labor Code section 2802.

15 158. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
16 Employees have suffered injury in that they were not completely reimbursed as mandated by
17 California law.

18 159. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
19 full reimbursement for all reasonable expenses associated with carrying out their duties required
20 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
21 expenses in violation of Labor Code section 2802.

22 160. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
23 Employees have suffered injury in that they were not completely reimbursed as mandated by
24 California law.

25 161. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
26 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
27 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
28 Code § 2802 and the applicable Wage Order.

1 **Wage Statement Violations**

2 162. California law requires every employer semi-monthly or at the time of each payment
3 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
4 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
5 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
6 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
7 is paid; (7) the name of the employee and only the last four digits of his or her social security number
8 or an employee identification number other than a social security number; (8) the name and address
9 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

11 163. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
12 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
13 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
14 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
15 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
16 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
17 effect during the pay period and the corresponding number of hours worked at each hourly rate by
18 the employee, in violation of Labor Code section 226(a)(9).

19 164. Moreover, due to violations detailed above, including but not limited to,
20 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
21 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
22 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
23 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
24 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
25 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
26 compensation earned during the pay period into the regular rate of pay for purposes of calculating
27 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
28 overtime worked by PLAINTIFF and other Aggrieved Employees.

1 165. As explained above, wage statements issued by DEFENDANTS failed to list the
2 “total hours worked” by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
3 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
4 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
5 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
6 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
7 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

8 166. Based on information and belief, wage statements issued by DEFENDANTS failed
9 to list all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
11 Code section 226(a)(9).

12 167. Separately, and independent from the above allegations, based on information and
13 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
14 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
15 entity that is the employer.

16 168. Based on information and belief, wage statements issued by DEFENDANTS failed
17 to list the inclusive dates of the pay period for which the Class Member is being paid.

18 169. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
19 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
20 Employees over whether they received all wages owed to them.

21 170. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
22 they could not easily determine whether they received all wages owed to them and whether they
23 were paid for all hours worked.

24 171. Moreover, as a result of DEFENDANTS’ failure to list the correct name and/or
25 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
26 injury as they could not contact their employer regarding any question(s) they had about wages paid.

27 172. DEFENDANTS’ knowingly and intentionally failed to provide PLAINTIFF and
28 Aggrieved Employees with accurate, itemized wage statements.

1 173. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
2 Employees have suffered injury. The absence of accurate information on their wage statements has
3 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
4 mathematical computations to determine the amount of wages owed, and will cause difficulty and
5 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
6 submission of inaccurate information about wages and amounts deducted from wages to state and
7 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
8 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
9 and pay records than if DEFENDANT had complied with its legal obligations.

10 174. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
11 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
12 during which the statute provisions were violated.³

13 **Unlawful Deductions:**

14 175. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
15 an employee any part of wages theretofore paid by said employer to said employee.” Based on
16 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
17 paychecks during the relevant period. Such a practice is in violation of including but not limited to,
18 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
19 Section 2699.

20 176. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
21 each pay period during which the statute provisions were violated. See Lab. Code §225.5
22 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
23 provided in this article, every person who unlawfully withholds wages due any employee in
24 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
25 to pay each employee”).

26 **Sick Leave Violations**

27 177. DEFENDANTS violated California's paid sick leave laws including, Labor Code

28 ³ Labor Code § 226.3 (establishing that the civil penalty is “per employee per violation”).

1 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
2 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
3 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
4 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
5 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
6 compensation into the sick leave pay rate calculation.

7 178. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
8 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
9 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
10 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
11 Aggrieved Employees' intelligent exercise of their paid sick leave.

12 179. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
13 their paid sick leave at least prior to their respective separations, for as on several occasions
14 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
15 compensation.

16 180. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
17 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
18 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
19 were entitled to the maximum number of hours accruable.

20 181. Upon information and belief, DEFENDANTS failed and continue to fail to comply
21 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
22 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
23 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
24 wages.

25 182. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

26 183. On information and belief, PLAINTIFF alleges that all of these practices were
27 experienced and continue to be experienced by other Aggrieved Employees.

28 184. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the

1 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
2 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

3 **Failure To Provide Supplemental Paid Sick Leave**

4 185. Labor Code § 248.2 provides that all employers with 26 or more employees are
5 required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental
6 Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related.
7 DEFENDANTS violated Labor Code § 248.2 by not providing PLAINTIFF and other Aggrieved
8 Employees with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information
9 and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of
10 Labor Code section 248.6.

11 **Failure to Pay Vested Vacation/Paid Time Off**

12 186. California Labor Code section 227.3 provides that when an employer policy provides
13 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
14 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
15 employee's final rate in accordance with such contract of employment or employer policy respecting
16 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
17 off upon termination.

18 187. Based on information and belief, DEFENDANTS had and continue to have a
19 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
20 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
21 to Aggrieved Employees upon separation of employment, in violation of California law, including
22 but not limited to, Labor Code section 227.3.

23 **Untimely Payment of Final Wages**

24 188. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
25 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
26 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
27 employee not having a written contract for a definite period quits his or her employment, his or her
28 wages shall become due and payable not later than 72 hours thereafter, unless the employee has

1 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
2 to his or her wages at the time of quitting.”

3 189. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
4 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
5 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
6 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
7 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
8 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

9 190. Based in information and belief, DEFENDANTS failed and continue to fail to timely
10 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in
11 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF
12 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
13 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
14 sick leave and/or paid time off wages at the properly accrued rates.

15 191. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
16 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
17 256.

18 **Unlawful Inquiries into Salary History**

19 192. Labor code section 432.3 provides in part “(b) An employer shall not, orally or in
20 writing, personally or through an agent, seek salary history information, including compensation
21 and benefits, about an applicant for employment.” Based on information and belief, DEFENDANTS
22 have a policy and/or practice of unlawfully asking Aggrieved Employees to reveal their salary
23 history when applying for employment with DEFENDANTS. For example, based on information
24 and belief when Aggrieved Employees applied for employment, DEFENDANTS required them to
25 fill out an application that requested, among other things, the hourly rate and/or salary of the former
26 employment relationship in violation of Labor Code section 432.3.

27 193. Moreover, by requiring Aggrieved Employees to disclose prior salary information in
28 a written application for employment, DEFENDANTS violated Labor Code section 432.5 by

1 requiring Aggrieved Employees to agree in writing to disclose their salary history as a condition of
2 obtaining employment with DEFENDANTS, in violation of California law.

3 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

4 194. *Unlawful Agreements.* Labor Code section 432.5 provides that “no employer...shall
5 require any employee or applicant for employment to agree, in writing, to any term or condition
6 which is known by such employer...to be prohibited by law.” DEFENDANTS required and
7 continue to require PLAINTIFF and Aggrieved Employees to agree in writing to unlawful
8 conditions of employment including but not limited to unlawful criminal and/or financial checks as
9 a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

10 195. The California Labor Code places certain procedural and substantive limits on an
11 employers’ ability to conduct employee background checks and on how employers can use the
12 information they obtain through those background checks. Labor Code section 1024.5 states that
13 employers, except for financial institutions, may order a credit check only if the individual works
14 (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions,
15 and certain government positions). Additionally, the Investigative Consumer Reporting Agencies
16 Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15
17 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee
18 background check, including but not limited to identifying an appropriate reason for the background
19 check, a separate consent form with required disclosures and certain formatting requirements,
20 additional forms such as a summary of rights, a way by which to request a copy of the report, as
21 well as proper notice of adverse actions taken, among other statutory requirements.

22 196. Based on information and belief, DEFENDANTS ordered unlawful financial credit
23 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
24 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
25 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

26 197. Based on information and belief, DEFENDANTS required Aggrieved Employees to
27 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
28 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

1 198. Based on further information and belief, DEFENDANTS required Aggrieved
2 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
3 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
4 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
5 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

6 199. Based on further information and belief, DEFENDANTS knew that requiring
7 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
8 condition of obtaining and/or holding employment was unlawful.

9 200. By requiring that Aggrieved Employees sign off on the illegal background and/or
10 financial checks, DEFENDANTS violated Labor Code section 432.5.

11 Unlawful Inquires into Criminal History

12 201. Labor Code section 432.7 prohibits an employer from asking applicants about past
13 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
14 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
15 convictions on its employment application, in violation of California law.

16 202. Upon information and belief, DEFENDANTS, in violation of California law,
17 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
18 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
19 employment and/or otherwise impermissibly inquired into criminal history on its employment
20 application in violation of California law.

21 203. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
22 Code section 432.7. By asking about convictions at the application phase or prior to extending an
23 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
24 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
25 disclose arrests and/or convictions as a condition of employment.

26 Unlawful PAGA Waiver

27 204. Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring
28 PLAINTIFF and other Aggrieved Employees to agree in writing to other unlawful agreements,

1 including but not limited to, an unlawful waiver of PAGA and/or representative actions as a
2 condition of employment.

3 205. An action pursuant to PAGA “...is a representative action on behalf of the state”
4 *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements
5 purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and
6 unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384
7 (“We conclude that where, as here, an employment agreement compels the waiver of representative
8 claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

9 206. Moreover, the California Supreme Court has ruled that a court cannot compel
10 arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an
11 individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is
12 no individual component to a PAGA action because ‘every PAGA action ... is a representative
13 action on behalf of the state.’”)

14 207. Upon information and belief, DEFENDANTS required PLAINTIFF and other
15 Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation
16 of California law. By requiring PLAINTIFF and other Aggrieved Employees to agree, in writing,
17 to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision
18 as a condition of employment which is a violation of labor code section 432.5.

19 208. Under the provisions of PAGA and the above mentioned Labor Code sections,
20 including but not limited to Labor Code sections 201-203, 210, 216, 221-223, 225.5, 226, 226.7,
21 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
22 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
23 interpretations of these laws by California Courts and administrative bodies, as well as any other
24 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

25 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
26 relevant California Labor Code provisions listed herein only if permitted by the
27 PAGA statute, pursuant to Labor Code section 2699(a); and

28 b. Default PAGA penalties for any violation of the enumerated list of Labor Code

1 violations without a civil penalty recoverable under the PAGA, all in the default
2 amounts provided by Labor Code section 2699(f).

3 c. The proper measure of penalties under PAGA is the number of violations,
4 whether those violations were committed as against PLAINTIFF or any
5 Aggrieved Employee, whether a party to this action or not.

6 209. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
7 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to Aggrieved Employees);
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: June 2, 2023

CROSNER LEGAL, PC

By: 
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Jamie Serb, Esq.
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JOE MUÑOZ