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Superior Court of California,
County of Kern

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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR KERN COUNTY

ANTONIO SANDOVAL and JOSE LINARES
OCHOA, individuals and on behalf of all others
similarly situated,

Plaintiffs,

v.

ENCOMPASS HEALTH REHABILITATION
HOSPITAL OF BAKERSFIELD, LLC, a
Delaware Limited Liability Company;
ENCOMPASS HEALTH CORPORATION, a
Delaware corporation, and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 25CUB00307

**FIRST AMENDED CLASS ACTION &
REPRESENTATIVE PAGA COMPLAINT
FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION;
11. CIVIL PENALTIES PURUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA").

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiffs ANTONIO SANDOVAL and JOSE LINARES OCHOA, on behalf of Plaintiffs and
2 all others similarly situated, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
5 ENCOMPASS HEALTH REHABILITATION HOSPITAL OF BAKERSFIELD, LLC, and any of
6 its respective subsidiaries or affiliated companies within the State of California (“ENCOMPASS
7 HEALTH BAKERSFIELD”); ENCOMPASS HEALTH CORPORATION, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“ENCOMPASS HEALTH”); and
9 collectively, with DOES 1 through 100, as further defined below, (“Defendants”) on behalf of
10 Plaintiffs and all other current and former non-exempt California employees employed by or formerly
11 employed by Defendants (“Class Members”).

12 2. This is a representative action, pursuant to the Labor Code Private Attorneys’ General
13 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants
14 ENCOMPASS HEALTH REHABILITATION HOSPITAL OF BAKERSFIELD, LLC, and any of
15 its respective subsidiaries or affiliated companies within the State of California (“ENCOMPASS
16 HEALTH BAKERSFIELD”); ENCOMPASS HEALTH CORPORATION, and any of its respective
17 subsidiaries or affiliated companies within the State of California (“ENCOMPASS HEALTH”); and
18 collectively, with DOES 1 through 100, as a proxy of the Labor and Workforce Development Agency
19 of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-
20 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
21 and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in
22 connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201,
23 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2,
24 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5,
25 Plaintiffs seek to represent all employees of ENCOMPASS HEALTH REHABILITATION
26 HOSPITAL OF BAKERSFIELD, LLC; ENCOMPASS HEALTH CORPORATION; , and each of
27 them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter,
28 collectively, “Defendants”) working within three years preceding the date of filing notice with the

1 LWDA and continuing past the LWDA Notice filing date into perpetuity (“Civil Penalty Period”). On
2 all other claims mentioned herein, Plaintiffs seek to represent only non-exempt employees of
3 Defendants working within the Civil Penalty Period. Collectively, those employees shall be known
4 as “Aggrieved Employees” herein.

5 **PARTIES**

6 **A. Plaintiffs**

7 3. Plaintiff ANTONIO SANDOVAL is a resident of the State of California. At all
8 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
10 cleaning the premises, and providing maintenance services to the building. Plaintiff is informed and
11 believes, and based thereon alleges, that Plaintiff ANTONIO SANDOVAL worked for Defendants
12 from approximately May of 2018 through the present.

13 4. Plaintiff JOSE LINARES OCHOA is a resident of the State of California. At all
14 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
16 performing interventions as assigned by a physical therapist, including heavy lifting and patient
17 transportation, and patient care. Plaintiff is informed and believes, and based thereon alleges, that
18 Plaintiff JOSE LINARES OCHOA worked for Defendants from approximately August of 2023
19 through the present.

20 5. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
21 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
22 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek
23 to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all
24 other current and former Aggrieved Employees of Defendants during the Civil Penalty Period.

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

1 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
2 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
3 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
4 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5,
5 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301,
6 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5, 2673, 2800,
7 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of Regulations, Title
8 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code sections 16600,
9 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

10 8. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
11 such as Plaintiffs, on behalf of Plaintiffs and all other current and former Aggrieved Employees within
12 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
13 specified in Labor Code section 2699.3.

14 9. On or around October 17, 2025, Plaintiffs provided written notice pursuant to Labor
15 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
16 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as
17 well as by certified mail, with return receipt requested to Defendants, and each of them.

18 10. To the extent Defendants, or any of them, previously used the notice and cure provision
19 of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
20 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
21 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
22 conference process pursuant to section 2699.3(f).

23 11. In the event that Defendants, or any of them, is/are determined to have satisfied
24 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
25 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
26 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

27 12. In the event that Defendants, or any of them, is/are determined to have, prior to this
28 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiffs

1 and/or their counsel, adequately taken all reasonable steps to be in compliance with all provisions
2 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
3 2699(g)(1)-(3).

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

8 14. Plaintiffs are further informed and believes that within five (5) years of any of
9 violations described above, the LWDA or a court has issued a finding or determination to the
10 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
11 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
12 Labor Code section 2699(f)(2)(B)(i). Plaintiffs are informed that Defendants, or any of them,
13 was/were found to have unlawfully committed some or all of the above-related Labor Code violations,
14 and thus is/are subject to increased penalties, as applicable, under Labor Code sections
15 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under either
16 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
17 of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed herein was
18 and is malicious, fraudulent, and/or oppressive, Defendants thus are subject to increased penalties
19 under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3),
20 are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either
21 prior to or after the Employer's receipt of this notice.

22 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
23 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
24 calendar days of October 17, 2025, postmarked date of the herein-described notice sent by Plaintiffs
25 to the LWDA and Defendants.

26 **B. Defendants**

27 16. Plaintiffs are informed and believe and based thereon allege that defendant
28 ENCOMPASS HEALTH BAKERSFIELD is, and at all times relevant hereto was, a limited liability

1 company organized and existing under and by virtue of the laws of the State of Delaware and doing
2 business in the County of Kern, State of California. At all relevant times herein, ENCOMPASS
3 HEALTH BAKERSFIELD employed Plaintiffs and similarly situated employees within the State of
4 California.

5 17. Plaintiffs are informed and believe and based thereon allege that defendant
6 ENCOMPASS HEALTH is, and at all times relevant hereto was, a corporation organized and existing
7 under and by virtue of the laws of the State of Delaware and doing business in the County of Kern,
8 State of California. At all relevant times herein, ENCOMPASS HEALTH employed Plaintiffs and
9 similarly situated employees within the State of California.

10 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who
12 therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
13 Plaintiffs are informed and believes and based thereon allege that each of the defendants designated
14 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs
15 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
16 defendants designated hereinafter as DOES when such identities become known.

17 19. Plaintiffs are informed and believe, and based thereon allege, that each defendant acted
18 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
19 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
20 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
21 "Defendants," it shall include ENCOMPASS HEALTH BAKERSFIELD, ENCOMPASS HEALTH
22 and any of their parent, subsidiary, or affiliated companies within the State of California, as well as
23 DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

25 20. Plaintiffs are informed and believes and based thereon alleges that all the times
26 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other defendants, either actually or
28 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,

1 employment, joint venture, and conspiracy.

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

11 22. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
12 thereon allege that Defendants, and each of them, are joint employers.

13 **JURISDICTION**

14 23. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
15 Civil Procedure section 410.10.

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

24 **FACTUAL BACKGROUND**

25 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should
26 have known that Plaintiffs and Class Members were entitled to receive at least minimum, regular,
27 overtime, and double times wages and that they were not receiving minimum, regular, overtime, and
28 double time wages for all work that was required to be performed.

1 26. For at least four (4) years prior to the filing of this action and continuing to the present,
2 Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members, or some of
3 them, in violation of California state wage and hour laws.

4 27. For at least four (4) years prior to the filing of this action and continuing to the present,
5 Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members, or some of
6 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs
7 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
8 consecutive work days in a work week without being properly compensated for hours worked in
9 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
10 worked on the seventh consecutive work day in a work week.

11 28. On information and belief, Defendants did not accurately or appropriately compensate
12 Plaintiffs and Class Members for the hours worked by, among other things, failing to accurately track
13 and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or
14 permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs and
15 Class Members: to complete pre-shift tasks before clocking in and post-shift tasks after clocking out.
16 By way of example, Plaintiff JOSE LINARES OCHOA and, upon information and belief, Class
17 Members, were required to respond to text messages from managers outside of their scheduled hours,
18 to the detriment of Plaintiff JOSE LINARES OCHOA and Class Members.

19 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should
20 have known that Plaintiffs and Class Members were entitled to receive a timely, off-duty,
21 uninterrupted 30-minute meal period for every five hours of work, or payment of one additional hour
22 of pay at their regular rate of pay when they did not receive a compliant meal period.

23 30. For at least four (4) years prior to the filing of this Action and continuing to the present,
24 Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them, full,
25 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5)
26 hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
27 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
28 unprovided meal periods as required by California wage and hour laws.

1 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should
2 have known that Plaintiffs and Class Members were entitled to receive a ten-minute, off-duty,
3 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of
4 one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a
5 compliant rest period.

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

11 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should
12 have known that Plaintiffs and Class Members who separated from their employment with Defendants
13 during the statutory period were entitled to timely payment of all wages due. For at least three (3)
14 years prior to the filing of this action and continuing to the present, Defendants have, at times, failed
15 to pay Plaintiffs and Class Members the full amount of their wages owed to them upon termination
16 and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation,
17 failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to Labor
18 Code section 227.3.

19 34. Plaintiffs are informed and believe, and thereon allege that Defendants knew or should
20 have known that Plaintiffs and Class Members were entitled to receive complete and accurate wage
21 statements and failed to abide by the requirements of Labor Code section 226. For at least one (1) year
22 prior to the filing of this action and continuing to the present, Defendants have, at times, failed to
23 furnish Plaintiffs and Class Members with itemized wage statements that accurately reflect gross
24 wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the
25 pay period and the corresponding number of hours worked at each hourly rate; the name and address
26 of the legal entity that is the employer; and other such information as required by Labor Code section
27 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
28 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

1 35. Plaintiffs are informed and believe, and thereon allege that Defendants knew or should
2 have known that Plaintiffs and Class Members were entitled to receive their wages in a timely fashion.
3 For at least one (1) year prior to the filing of this action and continuing to the present, Defendants
4 have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their
5 wages for labor performed in a timely fashion as required under Labor Code section 204.

6 36. Plaintiffs are informed and believe, and thereon allege that Defendants knew or should
7 have known that Plaintiffs and Class Members were entitled to be reimbursed for necessary expenses
8 incurred in the discharge of their duties. For at least three (3) years prior to the filing of this action
9 and continuing to the present, Defendants have, at times, failed to indemnify Plaintiffs and Class
10 Members, or some of them, for the costs incurred in purchasing mandatory work uniforms; using
11 personal cellular phones for work-related purposes; and purchasing tools necessary to perform work
12 duties.

13 37. Plaintiffs are informed and believe, and thereon allege that Defendants knew or should
14 have known that Plaintiffs and Class Members were entitled to receive all unused vested vacation
15 time at their final rate of pay. For at least four (4) years prior to the filing of this action and continuing
16 to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and Class
17 Members with compensation at their final rate of pay for unused vested paid vacation days pursuant
18 to Labor Code section 227.3.

19 38. Plaintiffs are informed and believe, and thereon allege that Defendants knew or should
20 have known that Plaintiffs and Class Members were entitled to paid sick leave at their regular rate of
21 pay. For at least four (4) years prior to the filing of this action and continuing to the present,
22 Defendants have had a consistent policy of failing to provide Plaintiffs and Class Members with the
23 rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor
24 Code section 245, *et seq.*

25 39. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
26 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
27 227.3, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section
28 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and

1 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
2 indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay, other
3 such provisions of California law, and reasonable attorneys' fees and costs.

4 40. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
5 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
6 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
7 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
8 and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as restitution
9 of amounts owed.

10 **CLASS ACTION ALLEGATIONS**

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

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

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

22 **A. Numerosity**

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

27 45. Accounting for employee turnover during the relevant periods necessarily increases
28 this number. Plaintiffs allege Defendants' employment records would provide information as to the

1 number and location of all Class Members. Joinder of all members of the proposed Class is not
2 practicable.

3 **B. Commonality**

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

- 6 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
7 worked at a proper overtime rate of pay?
- 8 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
9 all other time worked at the employee's regular rate of pay?
- 10 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
11 Members to take compliant meal periods?
- 12 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
13 with additional wages for missed or interrupted meal periods?
- 14 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
15 Members to take compliant rest periods?
- 16 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
17 with additional wages for missed rest periods?
- 18 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
19 Members upon termination or resignation all wages earned?
- 20 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
21 section 203?
- 22 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
23 Class Members with accurate wage statements?
- 24 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
25 Code section 204?
- 26 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
27 losses incurred in direct consequence of the discharge of their duties or by obedience
28 to the directions of Defendants as required under Labor Code section 2802?

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

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

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

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

8 P. Are Class Members entitled to interest?

9 **C. Typicality**

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

15 **D. Adequacy of Representation**

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

19 **E. Superiority of Class Action**

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

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

1 its maintenance as a class action.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 51. Plaintiffs are informed and believes, and based thereon alleges, that Defendants, and
4 each of them, had and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees
5 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
6 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
7 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
8 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
9 clock, including, without limitation, by requiring employees: to come early to work and leave late
10 work without being able to clock in for all that time, to complete pre-shift tasks before clocking in
11 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
12 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company
13 meetings off the clock, and/or to make phone calls or drive off the clock; failing to include all forms
14 of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
15 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
16 where overtime was worked and the additional compensation was earned for the purpose of
17 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
18 manipulation of time entries to show less hours than actually worked; and by paying straight pay
19 instead of overtime pay; entitling Employee and other aggrieved employees to damages, including,
20 without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
21 Employee during the Civil Penalty Period. Plaintiffs are further informed and believe, and based
22 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
23 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 210
24 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections
25 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
26 section 2699(f)(2)(B)(ii).

27 52. Plaintiffs are informed and believes, and based thereon alleges, that Defendants, and
28 each of them, had and have a practice or policy of failing to compensate Plaintiffs and other Aggrieved

1 Employees with minimum wages for all hours worked or otherwise under Employer's control every
2 day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
3 worked; engaging, suffering, or permitting employees to work off the clock, including, without
4 limitation, by requiring employees: to come early to work and leave late work without being able to
5 clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
6 clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don
7 and doff uniforms and/or safety equipment off the clock, to store and retrieve personal belongings off
8 the clock, to attend company meetings off the clock, to make phone calls, receive and respond to
9 emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing
10 and/or manipulation of time entries to show less hours than actually worked; and failing to pay split
11 shift premiums. In addition, Plaintiffs and other Aggrieved Employees were required to report to
12 work, and did report, but were not put to work and/or were furnished less than half their usual or
13 scheduled day's work without being paid for half the usual or scheduled work at their regular rate of
14 pay. As such, Plaintiffs are informed and believes, and based thereon alleges, that Defendants violated,
15 without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA),
16 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay
17 minimum wages for all hours worked, that Plaintiffs and other Aggrieved Employees personally
18 suffered these violations, and that Plaintiffs and other Aggrieved Employees are entitled to actual and
19 liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to
20 compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the
21 Civil Penalty Period. Plaintiffs are further informed and believe, and based thereon alleges, that
22 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
23 Plaintiffs would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
24 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(k). Plaintiffs would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each
28 of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved Employees

1 during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours per day,
2 without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation
3 in lieu thereof including, each workday, without limitation: by interrupting meal periods; not
4 providing timely meal periods; failing to provide first and second meal periods; providing short meal
5 periods, including without, limitation meal periods that were recorded for less than thirty minutes, and
6 meal periods that may appear on the record to be 30 minutes or longer but in practice were shorter
7 than 30 minutes due to time required to walk to and from a suitable break area, time spent having to
8 wait in line to clock back in, and /or having to retrieve and store personal belongings during the meal
9 period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not
10 permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and
11 auto-deducting meal periods that could not be auto-deducted by law or during which employees
12 worked. Plaintiffs and other Aggrieved Employees personally suffered these violations.
13 Consequently, Plaintiffs are informed and believes, and based thereon alleges, that Defendants
14 violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each
15 day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved
16 Employee was owed one hour of premium pay at their regular rate of pay for each day worked during
17 the Civil Penalty Period under Labor Code section 226.7. However, Plaintiffs are informed and
18 believes that those premium payments under Labor Code section 226.7 were not made, either, for
19 these non-compliant meal periods, either at all or at the proper regular rate of pay. Plaintiffs would
20 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
21 wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to
22 authorize the taking of compliant meal periods and for failing to provide premium pay under Labor
23 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
24 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
25 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
26 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants maintain
28 policies or practices of compelling Plaintiffs and other Aggrieved Employees every day to, including,

1 without limitation, work over four-hour periods (or major fractions thereof) without authorizing and
2 permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
3 minute rest periods in which the employees are completely relieved of all of their duties, including,
4 without limitation: by failing to provide rest periods all together; failing to provide rest periods that
5 were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest
6 periods that may have encompassed a total of ten minutes but were in practice less than ten
7 uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable
8 break area, and/or having to retrieve and store personal belongings during the rest period; requiring
9 that they be bundled together and/or with meal periods; interrupting them; requiring that employees
10 carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely
11 fashion; not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest
12 periods. Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently,
13 Plaintiffs are informed and believes, and based thereon alleges, that Defendants violated the applicable
14 Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
15 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
16 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are informed
17 and believes that those premium payments under Labor Code section 226.7 were not made, either, for
18 these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor
19 Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor
20 Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a
21 CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and
22 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
23 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon alleges, that
24 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
25 Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 55. For the failure each day of the PAGA Period by Defendants to provide rest and
28 recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation

1 at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section
2 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Plaintiffs are informed and believes that those
3 premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code
4 section 226.2(a)(3)(A) were not made for these non-compliant rest and recovery periods, either at all
5 or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Defendants
6 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay
7 these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing
8 to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
9 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
10 informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to such
11 violations was malicious, fraudulent, or oppressive. Defendants would thus further be liable for civil
12 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 56. In addition to the above, Plaintiffs are informed and believes, and based thereon alleges
14 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
15 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
16 or hold employment under Labor Code section 432, personnel records under Labor Code section
17 1198.5, time records under Labor Code section 1174, the names and addresses of all employees
18 employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records
19 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned
20 by, and applicable piece rate paid to, employees employed at the respective place of employment
21 under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the
22 contractor under Labor Code section 1695.55, as well as the information required to be kept under
23 Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Plaintiffs and other
24 aggrieved employees to calculate their unpaid wages and/or premium payments. Defendants also
25 failed to provide these documents to Plaintiffs and other Aggrieved Employees upon request in
26 violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision
27 (b)(1). Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn
28 would entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code

1 sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
2 sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiffs are further informed and believe, and based
3 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
4 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 57. As a result of, among other things, Defendants' herein-described policy or practice of
7 failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal
8 periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest
9 periods, as described above, and due to independent failures in connection therewith, Plaintiffs are
10 informed and believes, and based thereon alleges, that Defendants also intentionally failed and
11 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
12 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
13 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
14 name of the employee and only the last four digits of their social security number or an employee
15 identification number other than a social security number; all deductions; all applicable hourly rates
16 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
17 the employee; the legal name and address Defendants; and other such information as required by
18 Labor Code section 226, subdivision (a) , as well as Labor Code section 226.2 to the extent it does
19 not include for piece-rate work the information required therein including, without limitation, the
20 quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest
21 and recovery periods. Specifically, Defendants intentionally failed to furnish employees with
22 itemized wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved
23 Employees and the rates of pay at which they were or should have been paid (including due to failure
24 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
25 paid at each rate, as well. Consequently, Plaintiffs are informed and believes, and based thereon
26 alleges, that Defendants violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each
27 Aggrieved Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee
28 personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2

1 for each pay period worked during the PAGA Period. Plaintiffs are informed and believe that those
2 penalties under Labor Code section 226 were not paid for these violations of Labor Code section 226.
3 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558,
4 1198, 1696.5 and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
6 Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558,
7 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
8 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
10 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
11 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
12 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
13 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the
14 proper regular rate of pay, among other things. Consequently, Plaintiffs are informed and believe,
15 and based thereon allege, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203,
16 203.5, 204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during
17 the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee personally suffered these
18 violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a,
19 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However,
20 Plaintiffs are informed and believe that those penalties under Labor Code section 203 (or 203.5 and/or
21 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5,
22 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiffs are further informed and believe, and based thereon
23 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
24 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
25 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further
26 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 59. Plaintiffs are informed and believes, and based thereon alleges, that Defendants have
28 or had a policy or practice of unlawfully deducting wages from Plaintiffs and other Aggrieved

1 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be
2 earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
3 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
4 established place of business in the state), the name and address of which must but did not appear on
5 the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but
6 was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement,
7 or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing
8 redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money.
9 Plaintiffs are further informed and believes, and based thereon alleges, that such wages were not
10 compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and
11 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In
12 addition, Plaintiffs are informed and believe that Defendants, by these deductions and/or otherwise,
13 have caused wages earned by Plaintiffs and Aggrieved Employees to be charged back or kicked back
14 to Defendants. Consequently, Plaintiffs are informed and believes, and based thereon alleges, that
15 Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections
16 and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains
17 to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Plaintiffs
18 are further informed and believes, and based thereon alleges, that Plaintiff’s conduct above gave rise
19 to such violations was malicious, fraudulent, or oppressive. Defendants would thus be liable for civil
20 penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under
21 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
22 Labor Code section 2699(f)(2)(B)(ii).

23 60. Plaintiffs are further informed and believes, and based thereon alleges that Defendants
24 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
25 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to
26 provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay
27 applicable to their employment, allowances claimed as part of the minimum wage, the regular payday
28 designated by Defendants, the name of the employer, including any “doing business as” names used,

1 the name, address and telephone number of the workers' compensation insurance carrier, information
2 regarding paid sick leave, and other pertinent information required to be disclosed by Employer under
3 Labor Code section 2810.5. Plaintiffs are informed and believe that failure to provide such
4 information, including rates of pay that are in effect, has permitted Defendants to pay employees at
5 rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in
6 California. Plaintiffs are additionally informed and believe that the notice requirement of Labor Code
7 section 2810.5 involves a mandatory payroll or workplace injury reporting. Plaintiffs are informed
8 and believe that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other
9 Aggrieved Employees personally suffered these violations. Plaintiffs further informed and believe,
10 and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
11 fraudulent, or oppressive. Among other relief, Plaintiffs and Aggrieved Employees may collect from
12 Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558,
13 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
14 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 61. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
16 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
17 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
18 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately
19 laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase
20 and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge
21 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
22 sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result,
23 Plaintiffs and other Aggrieved Employees have personally suffered these violations and Defendants
24 are liable to reimburse Plaintiffs and other Aggrieved Employees for these costs incurred in
25 furtherance of work duties. Plaintiffs are further informed and believe, and based thereon allege, that
26 Defendants' conduct above gave rise to such violations as malicious, fraudulent, or oppressive. In
27 addition, Defendants would be liable for civil penalties pursuant to Labor Code sections 558, 1198
28 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be

1 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

2 62. Plaintiffs are further informed and believes, and based thereon alleges, that Defendants
3 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
4 together with all interest owed at the separation of employment in violation of Labor Code sections
5 404 and 1198, that Plaintiffs and other Aggrieved Employees personally suffered these violations, and
6 that Plaintiffs and other Aggrieved Employees are entitled to damages in the amount of the deposit
7 and accrued interest. Plaintiffs are further informed and believe, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or
10 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
11 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 63. Plaintiffs are further informed and believes, and based thereon alleges, that Defendants
13 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
14 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
15 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
16 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
17 the sick pay was not provided at the proper regular of pay as required under California law due to
18 failure to properly calculate the regular rate. Plaintiffs are further informed and believes that
19 Defendants also did not permit its use upon request by Plaintiffs and other Aggrieved Employees as
20 contemplated under California and local laws, including, without limitation, under Labor Code section
21 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without
22 retaliation. Plaintiffs are additionally informed and believe that the notice requirement of Labor Code
23 section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves
24 a mandatory payroll or workplace injury reporting. Plaintiffs are thus informed and believe that
25 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such,
26 Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections
27 and Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
28 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and

1 reasonable attorneys' fees and costs. Defendants are further informed and believes, and based thereon
2 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
3 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 64. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
6 and have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid
7 time off and vacation time owed upon separation of employment as wages at their final rate of pay in
8 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
9 227.3 and applicable Wage Orders. Plaintiffs are thus informed and believe that Defendants violated
10 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other
11 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
12 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
13 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs further informed and
14 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
15 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
16 to Labor Code section 2699(f)(2)(B)(ii).

17 65. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
18 and have a policy or practice of failing to pay aggrieved employees their wages in accordance with
19 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
20 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
21 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
22 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiffs
23 are informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiffs
24 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
25 sections 204 and 1198. As such, Plaintiffs are informed and believe, and based thereon allege, that
26 Defendants violated Labor Code section 204 and that Plaintiffs and other Aggrieved Employees have
27 personally suffered these violations. Plaintiffs are further informed and believe, and based thereon
28 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or

1 oppressive. Plaintiffs would be liable for civil penalties pursuant to Labor Code sections 210, 558,
2 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs would further be
3 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 66. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and
5 have a policy of failing to provide all temporary workers, including without limitation, Plaintiffs, with
6 owed wages weekly by not later than the regular payday of the following week. Plaintiffs are informed
7 and believe that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result,
8 pursuant to Labor Code section 201.3, Plaintiffs and other Aggrieved Employees have personally
9 suffered violations thereto and Plaintiffs would be liable for civil penalties pursuant to Labor Code
10 sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs
11 are further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise
12 to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
13 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 67. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
15 have a policy or practice of failing to provide all working employees, including without limitation
16 Plaintiffs, with suitable seats when the nature of the work reasonably permits the use of seats.
17 Plaintiffs are further informed and believes, and based thereon alleges that Defendants have failed to
18 place an adequate number of seats in reasonable proximity to the work area and/or permitted Plaintiffs
19 and other aggrieved employees to use such seats when it does not interfere with the performance of
20 their duties when employees are not engaged in the active duties of their employment and the nature
21 of their work requires standing. Plaintiffs and other Aggrieved Employees have personally suffered
22 these violations. Plaintiffs are informed and believe that this has resulted in a violation of Labor Code
23 section 1198. As a result, Plaintiffs and other Aggrieved Employees have personally suffered
24 violations thereto and Defendants would be liable for civil penalties under Labor Code sections 1198
25 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed
26 and believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations
27 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 68. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
2 and have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from using or
3 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
4 competing with Defendants, including, without limitation, preventing Plaintiffs and Aggrieved
5 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
6 from disclosing who else works with Defendants and under what circumstances that they might be
7 receptive to an offer from a rival employer. As such, Plaintiffs are informed and believe that this
8 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
9 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision
10 (k), and 1198, and Plaintiffs and other Aggrieved Employees have personally suffered these
11 violations. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
13 be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under
14 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
15 Labor Code section 2699(f)(2)(B)(ii).

16 69. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
17 and have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from disclosing
18 violations of state and federal law, either within Defendants to their managers or outside of Defendants
19 to private attorneys or government officials, among others, in violation of Business and Professions
20 Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiffs and other
21 Aggrieved Employees personally suffered these violations. In addition, Plaintiffs are informed and
22 believes that these policies and/or practices prevent Plaintiffs and other Aggrieved Employees from
23 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
24 violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiffs and other Aggrieved
25 Employees personally suffered these violations of the Labor Code, and as such, these violations would
26 expose Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe,
28 and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,

1 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
2 Code section 2699(f)(2)(B)(ii).

3 70. Plaintiffs are informed and believes, and based thereon alleges that Defendants had
4 and have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from engaging
5 in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
6 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
7 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiffs and other Aggrieved
8 Employees personally suffered these violations. Plaintiffs are informed and believes that this lawful
9 conduct includes, without limitation, the exercise of Plaintiffs and other Aggrieved Employee's
10 constitutional rights of freedom of speech and economic liberty and would thus expose Defendant to
11 liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under
12 sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon
13 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
14 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
15 2699(f)(2)(B)(ii).

16 71. Plaintiffs are informed and believes, and based thereon alleges, that Defendants,
17 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
18 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
19 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
20 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
21 and other written documents presented for signature and/or assent to Plaintiffs and/or Aggrieved
22 Employees by Defendants. More specifically, Plaintiffs are informed and believes, and based thereon
23 alleges, that Defendants had and have a practice or policy of requiring Plaintiffs and other Aggrieved
24 Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting
25 employees from speaking with prospective employers about their work with Defendants, including
26 but not limited to their wages and working conditions. Defendants also required Plaintiffs and
27 Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and
28 Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that

1 Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Plaintiffs are informed
2 and believes, and based thereon alleges, that Plaintiffs and other Aggrieved Employees personally
3 suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5
4 and Government Code section 12952, entitling Plaintiffs and other Aggrieved Employees to damages.
5 Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above
6 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable
7 for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief
8 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
9 to Labor Code section 2699(f)(2)(B)(ii).

10 72. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
11 and have a practice or policy of conducting unlawful background checks on prospective and current
12 employees, including without limitation Plaintiffs, prior to making a conditional offer. Plaintiffs are
13 informed and believes, and based thereon alleges, that Defendants violated applicable laws by, without
14 limitation: requiring job applicants and employees to disclose their conviction history before
15 Defendants made a conditional offer of employment; inquiring into or considering the conviction
16 history of applicants before Defendants made any conditional offers of employment; considering,
17 distributing, or disseminating information about arrests not followed by conviction, referrals to or
18 participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed,
19 expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person
20 has received a full pardon or has been issued a certificate of rehabilitation, while conducting
21 conviction history background checks in connection with any applications for employment; intending
22 to deny an applicant a position of employment solely or in part because of the applicant's conviction
23 history; and asking applicants for employment to disclose, through any written form or verbally,
24 information concerning or related to an arrest, detention, processing, diversion, supervision,
25 adjudication, or court disposition that occurred while the person was subject to the process and
26 jurisdiction of the juvenile court, to the detriment of Plaintiffs and other aggrieved employees. As
27 such, Plaintiffs are informed and believes, and based thereon alleges, that Plaintiffs and other
28 Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section

1 1198, and that Defendants violated, without limitation, Labor Code sections 432.7 and 1198, as well
2 as Government Code section 12952, entitling Plaintiffs and other Aggrieved Employees to damages.
3 Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct above
4 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable
5 for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief
6 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
7 to Labor Code section 2699(f)(2)(B)(ii).

8 73. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
9 and have a practice or policy of relying on the salary history information of an applicant for
10 employment as a factor in determining whether to offer employment to an applicant or what salary to
11 offer the applicant in violation of Labor Code section 432.3 by including, on Defendants' application
12 for employment, an inquiry regarding current and/or former salary history information, including,
13 without limitation, compensation and benefits of the applicant for employment. Plaintiffs are
14 informed and believe that this practice has resulted in unequal pay. Specifically, for this reason, as
15 well as for other reasons, Plaintiffs are informed and believes, and based thereon alleges, that
16 Defendants have failed to pay its employees at wage rates less than those paid to employees of the
17 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
18 composite of skill, effort, and responsibility, and/or performed under similar working conditions
19 without sufficient legal rationale. Finally, Plaintiffs are informed and believes and based thereon
20 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiffs and
21 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of
22 Labor Code section 1197.5. As such, Plaintiffs are informed and believes, and based thereon alleges,
23 that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198.
24 Plaintiffs also alleges that Plaintiffs and other Aggrieved Employees personally suffered these
25 violations, and that Plaintiffs and other Aggrieved Employees are entitled to damages. Plaintiffs
26 further informed and believe, and based thereon alleges, that Defendants' conduct above gave rise to
27 such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
28 penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections

1 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
2 section 2699(f)(2)(B)(ii).

3 74. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code
4 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
5 California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
6 Employees pursuant to PAGA.

7 **FIRST CAUSE OF ACTION**

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

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

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

14 77. At all times relevant to this Complaint, Labor Code section 510 was in effect and
15 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
16 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
17 the rate of no less than one and one-half times the regular rate of pay for an employee."

18 78. At all times relevant to this Complaint, Labor Code section 510 further provided that
19 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
20 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
21 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

22 79. Four (4) years prior to the filing of the Complaint in this Action through the present,
23 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
24 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
25 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
26 result of, including but not limited to, Defendants failed to accurately track and/or pay for all minutes
27 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
28 work off the clock, including, without limitation, by requiring Plaintiffs and Class Members: to

1 complete pre-shift tasks before clocking in and post-shift tasks after clocking out.

2 80. Accordingly, by requiring Plaintiffs and Class Members to, at times, worked greater
3 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
4 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
5 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
6 applicable IWC Wage Orders, and California law.

7 81. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
8 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
9 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
10 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

11 **SECOND CAUSE OF ACTION**

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

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

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

17 84. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class
18 Members were entitled to receive minimum wages for all hours worked or otherwise under
19 Defendants' control.

20 85. For four (4) years prior to the filing of the Complaint in this Action through the present,
21 Defendants failed, at times, to accurately track and/or pay for all minutes actually worked at the proper
22 overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including,
23 without limitation, by requiring Plaintiffs and Class Members: to complete pre-shift tasks before
24 clocking in and post-shift tasks after clocking out, to the detriment of Plaintiffs and Class Members.

25 86. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
26 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
27 all hours worked or otherwise due.

28 87. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections

1 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
2 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
3 reasonable attorneys' fees and costs of suit.

4 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

26 93. By their failure to provide Plaintiffs and Class Members compliant meal periods as
27 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
28 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully

1 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

9 **FOURTH CAUSE OF ACTION**

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

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

13 97. At all relevant times, Plaintiffs and Class Members were employees or former
14 employees of Defendants covered by applicable Wage Orders.

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

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

26 100. For four (4) years prior to the filing of the Complaint in this Action through the present,
27 Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-
28 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.

Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

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

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

5 108. Plaintiffs are informed and believes Defendants' failure, at times, to pay Plaintiffs and
6 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
7 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and
8 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
9 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
10 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
11 resignation.

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

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

18 111. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
19 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
20 waiting time penalties, interest, and their costs of suit, as well.

21 **SIXTH CAUSE OF ACTION**

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

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

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

27 114. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
28 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized

1 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
2 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
3 of hours worked at each hourly rate; and the name and address of the legal entity that is the employer,
4 among other things

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

13 116. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
14 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
15 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully provided
16 wage statements that Defendants knew were not accurate.

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

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

28 119. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure

1 section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full
2 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
3 and costs of suit.

4 **SEVENTH CAUSE OF ACTION**

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

6 120. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
7 incorporate each by reference as though fully set forth hereat.

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

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

14 123. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
15 independent and apart from, any other penalty provided in this article, every person who fails to pay
16 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
17 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
18 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
19 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
20 percent of the amount unlawfully withheld.”

21 124. Plaintiffs are informed and believes, and based thereon allege, that in the one (1) year
22 before the filing of the Complaint in this Action through the present, Defendants employed policies
23 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
24 Labor Code section 204.

25 125. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
26 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred
27 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
28 subsequent violation in connection with each payment that was made in violation of Labor Code

1 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

2 126. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
3 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of penalties,
4 interest, and their costs of suit, as well.

5 **EIGHTH CAUSE OF ACTION**

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

7 127. Plaintiffs reallege and incorporates by reference all of the allegations contained in the
8 preceding paragraphs as though fully set forth hereat.

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

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

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

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

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

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

costs of suit.

NINTH CAUSE OF ACTION

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

134. Plaintiffs re-alleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

135. According to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

136. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and that Plaintiff's employment contract with Defendants included paid vacations.

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

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

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

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

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

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

14 143. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
15 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
16 advantage against other California employers. Pursuant to Business and Professions Code sections
17 17203 and 17204, Plaintiffs seek public injunctive relief for the benefit of the general public that
18 prohibits Defendants from further violating the Labor Code and requiring the establishment of
19 appropriate and effective means to prevent further violations. This relief benefits Plaintiffs only
20 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
21 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
22 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
23 945, 954; *accord* at 957.)

24 144. As a distinct ground, Plaintiffs seek under Labor Code section 17203 restitution of all
25 wages and other monies owed to them under the Labor Code, including interest thereon, in which
26 Plaintiffs and Class Members had a property interest and which Defendants nevertheless failed to pay
27 them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs
28 and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their

1 failure to comply with the Labor Code.

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

4 **ELEVENTH CAUSE OF ACTION**

5 **(Civil Penalties pursuant to the PAGA – Against All Defendants)**

6 146. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
7 preceding paragraphs as though fully set forth hereat.

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

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

14 148. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
15 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
16 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
17 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
18 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
19 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
20 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

21 149. At all relevant times herein, Defendants have had a consistent policy or practice of
22 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
23 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in
24 the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved
25 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
26 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
27 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
28 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in

1 connection with each payment that was made in violation of Labor Code section 204.

2 Civil Penalties Under Labor Code § 226.3

3 150. Defendants had and have a policy or practice of failing to comply with Labor Code
4 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
5 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
6 wages earned; the name and address of each employer with whom they have been placed to work; all
7 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
8 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
9 securing the employer's services if the employer is a farm labor contractor; and other such information
10 as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent
11 it does not include for piece-rate work the information required therein including, without limitation,
12 the quantity, rate and units worked per piece, as well as separately itemized non-productive time and
13 rest and recovery periods

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

25 152. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of
26 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
27 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
28 violation in a subsequent citation, for which the employer fails to provide the employee a wage

deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

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

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

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

Violation of Labor Code § 558

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

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

157. Plaintiffs are informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as”

1 names used, the name, address, and telephone number of the workers' compensation insurance carrier,
2 information regarding paid sick leave, and other pertinent information.

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

8 Violation of Labor Code § 1174.5

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

16 160. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
17 every person employing labor in California to "[k]eep a record showing the names and addresses of
18 all employees employed and the ages of all minors."

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

27 162. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
28 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and

1 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
2 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
3 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

4 163. Plaintiffs are informed and believes, and based thereon alleges, that Defendants have
5 willfully failed to keep adequate or accurate time records including wage statements and similar
6 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
7 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
8 under Labor Code section 1174.

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

13 Violation of Labor Code § 1197.1

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

- 20 A. For any initial violation that is intentionally committed, one hundred dollars (\$100) for
21 each underpaid employee for each pay period for which the employee is underpaid.
22 This amount shall be in addition to an amount sufficient to recover underpaid wages,
23 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
24 pursuant to Section 203.
- 25 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
26 (\$250) for each underpaid employee for each pay period for which the employee is
27 underpaid regardless of whether the initial violation is intentionally committed. This
28 amount shall be in addition to an amount sufficient to recover underpaid wages,

1 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
2 pursuant to Section 203.

3 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
4 203, recovered pursuant to this section shall be paid to the affected employee.”

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

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

19 Civil Penalties Under Labor Code § 2699

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

26 169. Plaintiffs are informed and believe, and based thereon alleges that Defendants, and
27 each of them, violated the Labor Code sections described in the preceding paragraphs.

28 170. As such, Plaintiffs and aggrieved employees are entitled to injunctive relief, one

1 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
2 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
3 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

7 **DEMAND FOR JURY TRIAL**

8 172. Plaintiffs demand a trial by jury on all causes of action contained herein.

9 **PRAYER**

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

- 12 A. An order certifying this case as a Class Action;
- 13 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs'
14 counsel as class counsel;
- 15 C. Damages for all wages earned and owed, including minimum and overtime wages
16 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
17 1194, 1197 and 1199 and 227.3;
- 18 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 19 E. Damages for unpaid premium wages from missed meal and rest periods under,
20 among other Labor Code sections, 512, 558.1 and 226.7;
- 21 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
22 (e) and 558.1;
- 23 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 24 H. Penalties to timely pay wages under Labor Code section 210;
- 25 I. Damages under Labor Code sections 2802 and 558.1;
- 26 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
27 the California Labor Code and requiring the establishment of appropriate and
28 effective means to prevent future violations;

- 1 K. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
2 *seq.* imposed for the benefit of the public prohibiting Defendants from further
3 violating the California Labor Code and requiring the establishment of appropriate
4 and effective means to prevent future violations, thus permitting proper competition
5 by other California employers;
- 6 L. Restitution of wages and benefits due which were acquired by means of any unfair
7 business practice, according to proof;
- 8 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 9 N. For attorneys' fees in prosecuting this action;
- 10 O. For costs of suit incurred herein; and
- 11 P. For such other and further relief as the Court deems just and proper.

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

- 14 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
15 1197.1, and 2699;
- 16 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
17 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 18 C. For equitable, including, without limitation, injunctive relief;
- 19 D. Pre-judgment and post-judgment interest;
- 20 E. For costs of suit incurred herein; and
- 21 F. Such other and further relief as the Court deems just and proper.

22
23 Dated: June 22, 2026

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28 JOSE LINARES OCHOA, and on behalf of all others
similarly situated