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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE RODRIGUEZ, an individual, on behalf
of himself, others similarly situated,

PLAINTIFF,

vs.

WORLD CLASS STAFFING SERVICES
LLC, a California Limited Liability
Company, and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: CIVSB2315859

**SECOND AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Minimum Wages In Violation of Labor Code §§ 1194 and 1194.2
2. Failure to Pay Overtime Wages In Violation of Labor Code § 510
3. Failure to Provide Lawful Meal Periods And Pay Meal Period Premiums Pursuant to Labor Code §§ 226.7 and 512
4. Failure to Provide Lawful Rest Periods And Pay Rest Period Premiums Pursuant to Labor Code § 226.7
5. Penalties Pursuant to Labor Code § 226(e)
6. Waiting Time Penalties Pursuant to Labor Code § 203
7. Failure to Reimburse Business Expenses In Violation of Labor Code § 2802
8. Violation of Business & Professions Code § 17200
9. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 200, 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and IWC Wage Order No. 4-2001

1 Plaintiff Jose Rodriguez, an individual, on behalf of himself and others similarly situated
2 and as a private attorney general pursuant to Labor Code § 2698 *et seq.*, complains of Defendant
3 World Class Staffing Services LLC and the Doe Defendants (“Defendants”) and each of them, as
4 follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
8 Plaintiff and the following classes and subclasses:

9
10 (1) all non-exempt, hourly employees who were employed by World Class Staffing
11 Services LLC or its predecessor, merged or related entities in California at any
12 point from April 7, 2019 and continuing into the present. (“the Doe Defendant
Non-Exempt Class”);

13 (2) all non-exempt, hourly employees who were employed by World Class Staffing
14 Services LLC or its predecessor, merged or related entities in California at any
15 point from August 16, 2021 and continuing into the present. (“World Class
Non-Exempt Class”);¹

16 Collectively, Classes (1) and (2) may be referred to as the “Non-Exempt Class.”

17
18 (3) all individuals who were employed by World Class Staffing Services LLC or its
19 predecessor, merged or related entities in California as a non-exempt, hourly
20 employee or other similar position and who worked a shift of more than eight
21 (8) hours in a day and/or forty (40) hours in a week during a pay period from
22 April 7, 2019 and continuing into the present. (“Overtime Class”);

23 (4) all individuals who were employed by World Class Staffing Services LLC or its
24 predecessor, merged or related entities for one or more pay periods in California
25 as a non-exempt, hourly employee and who worked a shift of more than eight
26 (8) hours in a day and/or forty (40) hours in a week during a period where they
also received a non-discretionary bonus, incentive payment/pay, shift
differential, hazard pay, and/or hazard pay from April 7, 2019 and continuing
into the present; (“Incentive Pay Overtime Subclass”);

27 ¹ Based upon information and belief after review of filings with the California Secretary of State, Defendant World
28 Class Staffing Services LLC did not exist prior to August 16, 2021. However, Plaintiff reserves the right to Doe in
additional Defendants that may be joint employers and/or form part of a single integrated enterprise whose identities
are discovered during the prosecution of this Action.

Collectively, groups three (3) and four (4) may be referred to as the “Overtime Class.”

(5) all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities. in California who worked one or more shifts of more than six (6) hours as a non-exempt, hourly employee or other similar position from April 7, 2019 and continuing into the present. (“Meal Period Class”);

(6) All individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities in California who were paid a meal and/or rest period premium within the same week that they also received a non-discretionary bonus, incentive payment/pay from April 7, 2019 and continuing into the present. (“Meal/Rest Period Premium Class”);

Collectively, groups five (5) and six (6) may be referred to as the “Meal Period Class.”

(7) all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities in California as a non-exempt hourly employee, or other similar position, who worked one or more shifts of more than four (4) hours in length or major fraction thereof from April 7, 2019 and continuing into the present. (“Cardenas Rest Period Class”);

Collectively, groups six (6) and seven (7) may be referred to as the “Rest Period Class.”

(8) all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, hourly employee and whose employment concluded at any time between April 7, 2019 and continuing into the present. (“Cardenas General Late Payment Class”);

(9) all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities for one or more pay periods in California, who received sick pay, and whose employment concluded at any time between April 7, 2019 and continuing into the present; (“Cardenas Sick Pay Late Payment Class”);

Collectively, groups eight (8) and nine (9) may be referred to as the “Late Payment Class.”

(10)all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities in California as an employee at any point

1 from July 12, 2022 and continuing into the present. (“Wage Statement
2 Subclass”);

3 These Classes and Subclasses may all collectively be referred to herein as the “Class”
4 where appropriate and for ease of reference.

5 2. This is also a representative action brought pursuant to Labor Code § 2698, *et seq.*,
6 on behalf of the State of California and several groups of aggrieved employees defined as
7 follows:

8 (1) all individuals who were employed by World Class Staffing Services LLC or its
9 predecessor, merged or related entities in California as an employee at any point from
10 June 8, 2022 and continuing into the present. (“Aggrieved Employees”);

11 (2) all non-exempt, hourly employees or other similar position who were employed by
12 World Class Staffing Services LLC or its predecessor, merged or related entities in
13 California as an employee at any point from June 8, 2022 and continuing into the
14 present. (“Non-Exempt Aggrieved Employees”);

15 These groups may all collectively be referred to herein as aggrieved employees and/or all
16 aggrieved employees where appropriate.

17 3. Plaintiff, the Class, and the aggrieved employees were employed by Defendant
18 World Class Staffing Services LLC and any subsidiaries or affiliated companies and Does 1
19 through 50 (who include individuals acting on behalf an employer within the meaning of Labor
20 Code § 558.1) within the State of California as employees within the past year.

21 4. Plaintiff worked for Defendants, including Defendant World Class Staffing
22 Services LLC, in San Bernardino County within the past year and received a wage statement that
23 did not include the address of the legal entity that is the employer within the past year.

24 5. Plaintiff is a member of the Proposed Class.

25 6. At times throughout their employment with Defendants, Plaintiff, the Classes, and
26 the aggrieved employees worked shifts in excess of six (6) hours in a day, worked shifts in excess
27 of eight (8) hours in a day, ten (10) hours in a day and/or worked in excess of forty (40) hours in a
28 week or more.

1 7. At times throughout his employment with Defendants and within the past year,
2 Plaintiff, the Classes, and the aggrieved employees worked enough hours to be eligible to receive
3 overtime wages under IWC Wage Order No. 4-2001 or other applicable Wage Order and/or
4 Labor Code section 510.

5 8. Defendants hire employees to work within the state of California who are covered
6 by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 and/or other
7 applicable Wage Orders. Based upon information and belief, Defendants classified Plaintiff, the
8 Classes, and the aggrieved employees as non-exempt for the purposes of overtime, meal periods,
9 and rest periods.

10 9. Labor Code § 1197 states the California requirement that employees must be paid
11 at least the minimum wage fixed by the Commission or by any applicable state or local law, and
12 any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles
13 “any employee receiving less than the legal minimum wage...to recover in a civil action the
14 unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 4-2001 and
15 other applicable wage orders obligate employers to pay each employee minimum wages for all
16 hours worked.

17 10. In addition, Labor Code § 1198 provides that “the maximum hours of work and the
18 standard conditions of labor fixed by the commission shall be the maximum hours of work and
19 the standard conditions of labor for employees. The employment of any employee for longer
20 hours than those fixed by the order or under conditions of labor prohibited by the order is
21 unlawful.”

22 11. At times during the Class and PAGA periods, Defendants failed to pay Plaintiff,
23 the Class, and the aggrieved employees for all hours worked including, but not limited to, due to
24 its policy and practice of not paying the Class and aggrieved employees for required and/or
25 expected pre-shift activity, not paying employees for required and/or expected post-shift activity,
26 impermissibly rounding employees’ time entries (including start times, time entries associated
27 with meal periods, and stop times), failing to pay minimum wages in accordance with the local
28 municipal wage ordinances in effect for their job assignments, automatically deducting the time

1 associated with meal periods regardless of whether or not the Class and aggrieved employee
2 received a meal period, failing to compensate the Class and aggrieved employees for security
3 checks, for the time associated with bag checks, for the time associated with temperature/wellness
4 checks, for the time associated with uniform maintenance, for the time associated with filling up
5 gas and/or replacing gas consumed in the discharge of the employee's job duties, picking up
6 supplies, performing bank runs/deposits, due to Defendant's communications with employees
7 (whether by phone call, email, text message, or other method) while off-the-clock, failing to
8 record all hours worked, for uncompensated time spent donning and doffing uniforms, and for the
9 time spent working during interrupted meal and/or rest periods. *Barrett Business Services, Inc.*,
10 29 Cal. App. 5th 778, 808 (2018) (affirming the award of PAGA penalties for violations of Labor
11 Code § 512 where employees meal periods were interrupted and remanding to the trial court the
12 amount of PAGA penalties that should be awarded based upon the minimum wage violations
13 associated with the same interrupted meal periods under Labor Code section 1194.).

14 12. Labor Code § 510 requires an employer to compensate an employee who works
15 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
16 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
17 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
18 employees at no less than twice the regular rate of pay when an employee works more than
19 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
20 In accordance with Labor Code § 1194, Plaintiff, the Class, and the other aggrieved employees
21 could not agree to work for a lesser wage.

22 13. In addition, Labor Code § 1197 states the California requirement that employees
23 must be paid at least the minimum wage fixed by the Commission or by any applicable state or
24 local law, and any payment of less than the minimum wage is unlawful.

25 14. Similarly, Labor Code § 1198 provides that "the maximum hours of work and the
26 standard conditions of labor fixed by the commission shall be the maximum hours of work and
27 the standard conditions of labor for employees. The employment of any employee for longer
28

1 hours than those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.”

3 15. During the Class and PAGA Period, Defendants engaged in a common policy and
4 practice of not paying the Class and the aggrieved employees for required and/or expected pre-
5 shift activity, not paying employees for required and/or expected post-shift activity,
6 impermissibly rounding employees’ time entries (including start times, time entries associated
7 with meal periods, and stop times and in a non-neutral manner that favored the employer), failing
8 to pay minimum wages in accordance with the local municipal wage ordinances in effect for their
9 job assignments, automatically deducting the time associated with meal periods regardless of
10 whether or not an employee received a meal period, failing to compensate the Class and the
11 aggrieved employees for security checks, for the time associated with bag checks, for the time
12 associated with temperature/wellness checks, for the time associated with uniform maintenance,
13 for the time associated with filling up gas and/or replacing gas consumed in the discharge of the
14 employee’s job duties, picking up supplies, performing bank runs/deposits, due to Defendant’s
15 communications with employees (whether by phone call, email, text message, or other method)
16 while off-the-clock, failing to record all hours worked, for uncompensated time spent donning
17 and doffing uniforms, and for the time spent working during interrupted meal and/or rest periods.
18 As a result, Defendant often misclassified overtime hours as regular hours resulting in the
19 underpayment of overtime wages and also failed to provide at least some of the Class and the
20 aggrieved employees with any compensation for overtime hours whatsoever. For the same
21 reasons as explained in detail above, Defendant also improperly failed to provide compensation
22 for and/or misclassified doubletime hours as overtime hours or regular hours when the aggrieved
23 employees worked more than twelve (12) hours in a day and/or more than eight (8) hours on the
24 seventh day of work. Defendant also had a common policy and practice of only paying overtime
25 hours when an employee works more than forty (40) hours in a week rather than eight (8) hours
26 in a day. Defendant also engaged in a pattern and practice of sometimes only paying the
27 aggrieved employees for overtime hours worked that were authorized in advance, but failed to
28 pay for overtime hours unless the hours worked were authorized in advance.

1 16. Moreover, instead of including all required compensation when calculating and
2 paying overtime wages (including double time wages when the Class and aggrieved employees
3 worked shifts in excess of 12 hours), Defendant instead improperly paid overtime wages only at
4 one and one-half times Plaintiff, the Class, and the aggrieved employees' regular hourly base rate
5 instead of at one and one-half time their regular rate of pay. In other words, Defendant improperly
6 failed to include non-discretionary bonus, incentive payment/pay, shift differential, hazard pay,
7 piece rate compensation, flat sum production bonus, non-discretionary production bonus,
8 attendance bonus, any other form of non-discretionary bonus and/or incentive payment when
9 calculating and paying overtime wages.

10 17. Labor Code § 512 requires employers to provide employees with thirty (30)
11 minute uninterrupted and duty-free meal period within the first five (5) hours of work. Moreover,
12 an employee who works more than ten (10) hours per day is entitled to receive a second thirty
13 (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 512, an employer
14 may not employ an employee for a work period of more than ten (10) hours, without providing
15 the employee with a second meal period of not less than thirty (30) minutes. Moreover, the
16 second meal period may not be waived if the total hours worked is more than twelve (12) hours.

17 18. Similarly, IWC Wage Order No. 4-2001 and other applicable wage orders prohibit
18 an employer from "employ[ing] any person for a work period of more than five (5) hours without
19 a meal period of not less than 30 minutes. IWC Wage Order No. 4-2001 and other applicable
20 wage orders further obligates employers to provide an employee to "pay the employee one (1)
21 hour of pay at the employee's regular rate of compensation for each workday that the meal period
22 is not provided. Labor Code section 1198 prohibits an employer from requiring an employee to
23 work beyond the "standard conditions of labor fixed by the commission...or under conditions of
24 labor prohibited by the order."

25 19. At times during the Class and PAGA period, Defendant failed to authorize and
26 permit Plaintiff, the Class, and the other aggrieved employees to receive lawful meal periods,
27 failed to advise them of their right to such meal periods, failed to authorize and permit them to
28 take timely first meal periods, and failed to authorize and permit employees to take 30-minute

1 meal periods on occasion. Defendants meal period policies and practices also disincentivized and
2 discouraged Plaintiff, the Class, and the other aggrieved employees from taking timely first meal
3 periods within the first five (5) hours of their shift.

4 20. At times during the Class and PAGA periods, Defendant also failed to authorize
5 and permit Plaintiff, the Class, and the other aggrieved employees to receive lawful second meal
6 periods when they worked more shifts in excess of ten (10) hours per day. This includes, but is
7 not limited to, failing to advise Plaintiff, the Class, and the other aggrieved employees of their
8 right to take a second thirty (30) meal period on such shifts and/or that they could not waive their
9 second meal period if they worked a shift in excess of (12) hours.

10 21. At times during the Class and PAGA periods, Defendants' meal period policies
11 and practices disincentivized and discouraged Plaintiff, the Class, and the other aggrieved
12 employees from taking lawful meal periods due to issues related to understaffing, customer
13 demands, and job assignments. As a result of Defendants' understaffing practices and policies, it
14 was often not possible for Plaintiff, the Class, and the other aggrieved employees to take meal
15 periods and/or timely meal periods within the first five (5) hours of their shift. This includes, but
16 is not limited to on graveyard shifts, Notably, although Defendants' meal period policies and
17 practices are not compliant, it also pressured and coerced employees to forgo meal periods and
18 made it difficult for employees to take lawful duty-free meal periods. Defendants' understaffing
19 policies and practices also pressured, coerced, and forced employees to take untimely first meal
20 periods and/or forced to forgo first and/or second meal periods (including, but not limited to on
21 shifts worked in excess of 12 hours).

22 22. At times during the Class and PAGA periods, Defendants violated Labor Code §
23 512 by failing to authorize timely meal periods within the first (5) hours of an employees' shift.
24 Defendants' maintained a policy and practice of requiring Plaintiff, the Class, and the aggrieved
25 employees to waive first meal periods when working shifts of less than six (6) hours. In doing so,
26 Defendant pressured and disincentivized employees from taking meal periods within the first five
27 (5) hours of their shift. As employees did not know in advance whether or not they would work
28 more than six (6) hours and were not permitted to take meal periods and/or discouraged from

1 taking meal periods on shifts of less than six hours, Plaintiff, the Class, and the aggrieved
2 employees were not offered the opportunity to take a meal period within the first five (5) hours of
3 the their shift. Neither Plaintiff, the Class, nor the aggrieved employees were given the
4 opportunity to take a timely first meal period because they were not scheduled to be eligible to
5 receive a meal period and did not know they were eligible for a timely period until after working
6 more than six (6) hours at which point it was not possible for them to take a meal period within
7 the first five (5) hours. Simply put, it's not possible for an employee to decide whether or not to
8 take a timely first meal period when Defendants scheduled them for a shift of six (6) hours or less
9 such that they wouldn't have even known they were eligible for a meal period at the 5th hour.

10 23. Moreover, at times during the Class and PAGA period, Defendants also actively
11 interfered with Plaintiff, the Class, and the other aggrieved employees' right to receive lawful
12 meal periods including, but not limited to their policy and practice to prohibiting the aggrieved
13 employees from leaving the premises for a meal period. The Class and aggrieved employees'
14 meal periods were also interrupted by their supervisors and other managers, customers, and/or by
15 people asking them questions and by Defendants and its supervisory/managerial employees
16 requiring and/or suffering or permitting them to perform work while they were supposed to be on
17 their meal period (including when they were clocked-out).

18 24. At times during the Class and PAGA period, Defendants also failed to provide
19 uninterrupted meal periods of at least thirty (30) minutes in length, including but not limited due
20 to its policy and practice of rounding the time entries associated with meal periods, understaffing
21 conditions, and the job demands of the Class and the aggrieved employees. Such practices
22 sometimes made it impossible for the aggrieved employees to take thirty (30) minute
23 uninterrupted meal periods. Defendants also engaged in a common pattern and practice of
24 rounding meal period punches in violation of Labor Code sections 1194, 510, 512, and 226.7.
25 Here, as in *Donohue*, Defendant engaged in a common policy and practice of rounding Plaintiff,
26 the Class, and the other aggrieved employees time punches such that they did not receive
27 minimum wages for all hours worked, overtime wages for the improperly rounded time punches,
28 did not receive meal period premiums for rounded time punches, and/or proper and lengthy meal

1 periods. As such, Plaintiff alleges that Defendants violated Labor Code §§ 201, 202, 203, 204,
2 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and IWC Wage
3 Order No. 4-2001 when it engaged in such policies and practices.

4 25. At times during the Class and PAGA period, Defendants also required Plaintiff,
5 the Class, and all aggrieved employees to go through security checks, bag checks, and/or
6 temperature checks and wellness checks during their breaks when entering and leaving the
7 premises including if they attempted to go outside during a meal/rest period. As a result,
8 Defendants deprived Plaintiff, the Class, and the other aggrieved employees of lawful
9 uninterrupted meal periods on a regular and consistent basis. When the Class, and the other
10 aggrieved employees attempted to get food during their meal periods, they were required to go
11 through security and bag checks while leaving the premises and reentering such that they were
12 never relieved of their job duties. Such conduct is unlawful and requires an employer to provide
13 both a meal period premium and to pay the employee for the wages associated with unlawful
14 search. Through Defendants' policy and practice of conducting security and bag searches on
15 employees who were on breaks, Defendants violated Labor Code §§ 226.7, and 1198.

16 26. At times during the Class and PAGA period, Defendants also adopted an
17 automatic deduction policy and practice whereby it automatically deducted thirty (30) minutes'
18 worth of an employee's pay regardless of whether or not the employee took a meal period and/or
19 the full amount of their meal period. As a result of Defendants' policy and practice of
20 automatically deducting thirty (30) minutes' worth of pay regardless of whether or not the
21 aggrieved employee took a meal period and/or the length of the meal period, Defendants regularly
22 failed to pay Plaintiff, the Class, and all aggrieved employees for all hours worked in violation of
23 Labor Code § 1194 and 1197 including hours that qualified as overtime hours pursuant to IWC
24 Wage Order No. 4-2001 and Labor Code § 510. Defendants' rounded time entries for Plaintiff,
25 the Class, and the other aggrieved employees were also unlawful and non-neutral because
26 Defendants failed to provide compensation for all hours worked well beyond 15 minutes and
27 failed to round up in the employee's favor due, including, but not limited to, its off-the-clock
28 policies even though such rounding is impermissible. As such, Defendants failed to pay Plaintiff,

1 the Class, and the aggrieved employees wages for all hours worked (including overtime hours)
2 and misclassified hours worked as regular hours as a result of its auto-deduction and unlawful
3 time recording policies and procedures as discussed herein.

4 27. At times during the Class and PAGA period, Defendants also impermissibly
5 combined meal and rest periods and required employees to sign and maintained on-duty meal
6 period agreements when the nature of the work did not prevent an employee from being relieved
7 of all duties and/or the parties did not agree in writing to an on-duty meal period agreement, or
8 the agreement did not provide that it could be revoked at any time.

9 28. At times during the Class and PAGA period Defendants also failed to pay Plaintiff
10 and the other aggrieved employees meal period premiums for each workday that the employees
11 did not receive a compliant meal period and/or at the proper rate. Labor Code § 226.7 provides
12 “an employer shall not require an employee to work during a meal or rest or recovery period
13 mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the
14 Industrial Welfare Commission (“IWC”).

15 29. Further, on the rare occasion if any that Defendant paid meal period premiums to
16 the aggrieved employees, Defendant improperly paid the premium at the employee’s hourly base
17 rate instead of at their regular rate resulting in the underpayment of meal period premiums.
18 Plaintiff contends that Defendant’s policies and practices as alleged above violated Labor Code §
19 226.7.

20 30. Labor Code § 226.7 provides “an employer shall not require an employee to work
21 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
22 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
23 Order No. 4-2001, an employer must authorize and permit all employees to take ten (10) minute
24 duty free rest periods for every major fraction of four hours worked. *See Augustus v. ABM*
25 *Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 (concluding that “during rest periods employers
26 must relieve employees of all duties and relinquish control over how employees spend their
27 time.”).

1 31. At times during the Class and PAGA periods, Defendants failed to provide the
2 Class and the aggrieved employees with rest periods of not less than ten (10) minutes for every
3 major fraction of four (4) hours worked. Instead, Defendants regularly and consistently required
4 at least some of the Class and aggrieved employees to forgo rest periods and/or required them to
5 remain on the premises and failed to relieve them of all duties. This includes, but is not limited to
6 failing to advise Plaintiff, the Class, and the aggrieved employees of their right to take a second
7 rest period when they worked shifts in excess of six (6) hours, but less than eight (8) hours and of
8 their right to a third rest period when they worked more than ten (10) hours. Instead, Defendants
9 regularly and consistently required Plaintiff, the Class, and the aggrieved employees to forgo a
10 second rest period when they worked shifts in excess of six (6) hours—including, but not limited
11 to when the Class and the aggrieved employees worked shifts in excess of six (6) hours, but less
12 than eight (8) hours—and failed to authorize and permit employees who worked more than ten
13 (10) hours a third rest period. Further on at least some occasions, Defendants failed to provide
14 any rest periods to the Class, and the aggrieved employees whatsoever including on shifts of all
15 lengths. This includes, but is not limited to, due to Defendants failure to advise employees of their
16 right to rest periods on shifts of any length. Instead, Defendants’ advised Plaintiff and the other
17 aggrieved employees that they were not allowed to leave the premises during their rest periods
18 (on all shifts, but also including on graveyard shifts). Defendants also did not permit Plaintiff, the
19 Class, or the other aggrieved employees to leave the premises during rest periods as required by
20 Labor Code § 226.7 and Wage Order No. 4-2001.

21 32. At times during the Class and PAGA periods, Defendants also required Plaintiff
22 and all aggrieved employees to go through security checks, bag checks, and/or temperature
23 checks and wellness checks during their breaks when entering and leaving the premises including
24 if they attempted to go outside during a meal/rest period. As a result, Defendants deprived
25 Plaintiff, the Class, and the other aggrieved employees of lawful uninterrupted rest periods on a
26 regular and consistent basis. When Plaintiff, the Class, and the other aggrieved employees
27 attempted to get food during their rest periods, they were required to go through security and bag
28 checks while leaving the premises and reentering such that they were never relieved of their job

1 duties. Such conduct is unlawful and requires an employer to provide both a rest period premium
2 and to pay the employee for the wages associated with unlawful search. Through Defendants'
3 policy and practice of conducting security and bag searches on employees who were on breaks,
4 Defendants violated Labor Code §§ 226.7, and 1198.

5 33. Moreover, at times during the Class Period and PAGA period, the Class and the
6 aggrieved employees were denied rest periods as a result of Defendants' understaffing practices
7 and policies. Notably, although Defendants' rest period policies and practices are not compliant,
8 they also pressured and coerced employees to forgo rest periods and made it difficult for
9 employees to take lawful duty-free rest periods both due to their understaffing policies and
10 practices and otherwise.

11 34. At times during the Class and PAGA period, Defendants also impermissibly
12 combined meal and rest periods. Due to Defendants' policy and practice of requiring the
13 aggrieved employees to clock-out for a combined meal and rest period, the aggrieved employees
14 did not receive paid rest periods as required by IWC Wage Order No. 4-2001 and Labor Code §
15 226.7.

16 35. At times during the Class and PAGA period, further, on the rare occasion if any
17 that Defendants paid rest period premiums, Defendants improperly paid the premium at the
18 employee's hourly base rate instead of at their regular rate.

19 36. As to Plaintiff, the Class, and the aggrieved employees, Defendants also failed to
20 provide accurate itemized wage statements in accordance with Labor Code § 226(a)(8). Labor
21 Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an
22 itemized wage statement in writing showing:

- 23 (1) gross wages earned;
- 24 (2) total hours worked by the employee;
- 25 (3) the number of piece-rate units earned and any applicable piece rate if the
employee is paid on a piece rate;
- 26 (4) all deductions, provided that all deductions made on written orders of the employee
may be aggregated and shown as one item;
- 27 (5) net wages earned;
- 28 (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security
number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...

1 (9) all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee and, beginning July 1, 2013,
3 if the employer is a temporary services employer as defined in Section 201.3, the rate of
4 pay and the total hours worked for each temporary services assignment...

5 37. Since June 8, 2022, at least some of the wage statements issued to Plaintiff, the
6 Class, and the aggrieved employees did not include the address of the legal entity that is the
7 employer. For instance, for the pay period of May 15, 2023 to May 21, 2023, Defendants issued
8 an itemized wage statement to Plaintiff that did not contain any address for the employer. Plaintiff
9 alleges that the wage statements that Defendants issued to the other class members and aggrieved
10 employees during the PAGA period also did not contain the address of the legal entity that is the
11 employer. Such conduct violates Labor Code § 226(a)(8).

12 38. The wage statements issued to Plaintiff and the Class did not include the address
13 of the legal entity that is the employer. For instance, for the pay period of May 15, 2023 to May
14 21, 2023, Defendant issued an itemized wage statement to Plaintiff that did not contain any
15 address for the employer. Plaintiff alleges that the wage statements that Defendant issued to the
16 other Class Members within the past year also did not contain the address of the legal entity that
17 is the employer. Such conduct violates Labor Code § 226(a)(8).

18 39. In addition, since Defendants are a temporary services employer as defined in
19 Labor Code section 201.3, its wage statements must also contain the rate of pay and total hours
20 worked for each temporary services assignment in accordance with Labor Code § 226(a)(9).
21 However, some of the wage statements issued by Defendants to the aggrieved employees did not
22 include the rate of pay and the total hours worked for each temporary services assignment as
23 required by Labor Code § 226(a)(9).

24 40. Moreover, due to Defendants' failure to pay Plaintiff, the Class, and all aggrieved
25 employees all minimum wages, overtime wages (including doubletime wages), meal period
26 premiums, and rest period premiums owed, the wage statements issued by Defendants do not
27 indicate the correct amount of gross wages earned, the total hours worked, the net wages earned,
28 all applicable hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate. Thus, Defendants have violated Labor Code §226(a)(1), (2), (5), and

(9) with respect to Plaintiff and all aggrieved employees. Plaintiff also alleges that Defendants issued some aggrieved employees and Class Members some itemized wages statements, including but not limited to paper and/or final wage statements, that did not include the name of the employer, the address of the employer, all deductions, the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece rate, the inclusive dates of the period for which the employee is paid (omitted start dates, end dates, and/or both start dates and end dates) the name of the employee and only the last four digits of the employees or the last four digits of the employees social security number (left-off and/or all nine digits of the employees social security number) as well as the non-derivative information for the amount of gross wages earned, the total hours worked, the net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. This conduct violated Labor Code § 226(a)(1-9).

41. Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

1 42. Plaintiff, the Class, and the aggrieved employees also suffered legal “injury” for
2 purposes of Labor Code section 226(e) insofar as they were unable to readily and easily
3 determine from the wage statements themselves the information required to be set forth by
4 Section 226(a), the information provided by Defendants was confusing and inaccurate.

5 43. In addition, Plaintiff, the Class, and the aggrieved employees were unable to
6 determine from the wage statement alone without reference to external information or knowledge
7 the address of the legal entity that is the employer. The aggrieved employees were also not able to
8 determine from the wage statement alone the rate of pay and the total hours worked for each
9 temporary services assignment as required by Labor Code § 226(a)(9). This is particularly true for
10 aggrieved employees who worked multiple assignments during the same workweek and/or pay
11 period.

12 44. Moreover, Plaintiff, the Class, and the aggrieved employees also suffered legal
13 “injury” for purposes of Labor Code section 226(e) insofar as they were unable to readily and
14 easily determine from the wage statements themselves the information required to be set forth by
15 Section 226(a), including the address of the legal entity that is the employer, the information
16 provided by Defendants was confusing and inaccurate.

17 45. IWC Wage Order No. 4-2001, § 5 provides that “[e]ach workday that an employee
18 is required to report to the work site and does report, but is not put to work or is furnished less
19 than half of his/her usual or scheduled day’s work, the employer shall pay him/her for half the
20 usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4)
21 hours at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

22 46. Labor Code § 200 provides that “Wages includes all amounts for labor performed
23 by employees of every description, whether the amount is fixed or ascertained by the standard of
24 time, task, piece, commission basis, or other method of calculation.” Moreover, Labor Code §
25 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the
26 commission shall be the maximum hours of work and the standard conditions of labor for
27 employees. The employment of any employee for longer hours than those fixed by the order or
28 under conditions of labor prohibited by the order is unlawful.

1 47. On several occasions, during the Class and PAGA period, Plaintiff, the Class, and
2 the other aggrieved employees were required to report to work and would stay for approximately
3 two (2) hours and would be sent home for lack of work despite being scheduled to work eight (8)
4 hours or more. On these occasions, Defendants failed to pay the employees reporting time pay
5 consistent with IWC Wage Order No. 4-2001 and Labor Code §§ 200 and 200-204, 210, and
6 1198.

7 48. Labor Code § 246 requires employer to calculate sick leave pay based upon one of
8 the following formulas:

9 (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the
10 regular rate of pay for the workweek in which the employee uses paid sick time, whether
11 or not the employee actually works overtime in that workweek.

12 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
13 employee's total wages, not including overtime premium pay, by the employee's total
14 hours worked in the full pay periods of the prior 90 days of employment.

15 (3) Paid sick time for exempt employees shall be calculated in the same manner as the
16 employer calculates wages for other forms of paid leave time.

17 Lab. Code § 246.

18 49. Throughout Plaintiff and the aggrieved employees' employment, Defendants failed
19 to include non-discretionary bonuses, incentive payment/pay, shift differentials, hazard pay, piece
20 rate compensation, flat sum production bonuses, non-discretionary production bonuses,
21 attendance bonuses, any other form of non-discretionary bonus and/or incentive payment when
22 calculating and paying sick pay. *See Wood v. Kaiser Found. Hosps.*, 88 Cal. App. 5th 742, 759
23 (2023), as modified (Mar. 23, 2023)

24 50. Defendants also refused to allow at least some of their employees to use their
25 protected sick leave on some occasions during the PAGA period in violation of Labor Code §§
26 246 and 246.5. Defendants also on some occasions failed to include information about
27 employees' accrued and used sick pay as well as the balance of their sick pay on the aggrieved
28 employee's wage statement.

1 51. Further, as a result when Plaintiff and the Late Payment Aggrieved Employees’
2 employment ended, they left their employment without having received compensation for all of
3 their sick pay that they were owed under Labor Code § 246 and resulting in a violation of Labor
4 Code §§ 201-203. As a result of Defendant’s underpayment of sick pay, Plaintiff and the other
5 Late Payment Aggrieved Employees experienced a violation of Labor Code §§ 201-202 upon
6 separation from Defendant. *See Powell v. Walmart Inc.*, No. 3:20-cv-2412-BEN-LL, 2021 U.S.
7 Dist. LEXIS 20777, at *6 (S.D. Cal. Feb. 2, 2021) (denying a motion to dismiss claims under
8 Labor Code section 203 based upon the employer’s alleged failure to include incentive pay when
9 calculating and paying sick pay); *accord Flores v. Dart Container Corp.*, No. 2:19-cv-00083
10 WBS EFB, 2020 U.S. Dist. LEXIS 93524, at *7 (E.D. Cal. May 27, 2020).

11 52. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
12 any employment are due and payable twice during each calendar month, on days designated in
13 advance by the employer as the regular paydays.” Labor Code § 204 also expressly requires that
14 “[a]ll wages...earned by any person in any employment are due and payable twice during each
15 calendar month, on days designated in advance by the employer as the regular paydays.”
16 Defendant pays Plaintiff and all aggrieved employees on a weekly basis.

17 53. With respect to Plaintiff and all aggrieved employees, for part of the PAGA
18 period, Defendant failed to maintain regular pay dates as required by Labor Code § 204.

19 54. Due to Defendants’ failure to pay Plaintiff and all aggrieved employees all
20 minimum wages, all overtime wages (including doubletime wages), meal period premiums, rest
21 period premiums, sick pay wages (including at the proper rate) and reporting time pay for the
22 reasons discussed above, Defendant failed to timely pay Plaintiff and all aggrieved employees all
23 wages owed within the time constraints of Labor Code § 204 on a regular and consistent basis.

24 55. Labor Code § 210 provides that “in addition to, an entirely independent and apart
25 from, any other penalty provided in this article, every person who fails to pay the wages of each
26 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
27 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
28 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for

1 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of
2 the faulty compensation policies and practices described in detail above, Plaintiff and the other
3 aggrieved employees are entitled to recover penalties under Labor Code § 210 through PAGA.

4 56. Under Labor Code §§ 201-202, an employer must provide an employee wages at
5 the time or discharge or within up to seventy-two (72) hours of their resignation. Labor Code §
6 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is
7 discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30
8 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492. .

9 57. In addition, Labor Code § 256 provides that the Labor Commissioner “shall
10 impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms
11 of Section 203. The California Supreme Court and California Court of Appeal have both
12 specifically recognized the ability of an aggrieved employee to recover civil penalties under
13 Labor Code § 256 for a defendant’s willful violation of Labor Code § 201 and 202 under PAGA.
14 In *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014), the California
15 Supreme Court acknowledged that PAGA penalties for the untimely payment of wages included
16 the 30 days of pay as waiting time pursuant to Labor Code § 256. *See also Esparza v. KS*
17 *Industries, L.P.* 13 Cal.App.5th 1228, 1242 (2017) (explaining that the Labor Code § 256
18 penalties only exist if the employer’s failure to timely pay wages upon separation was willful is a
19 “civil penalty” “recovered or imposed by the Labor Commissioner.”).

20 58. Defendants failed to Plaintiff, the Class, the Late Payment Class, and the other
21 Late Payment Aggrieved Employees any wages whatsoever within the time constraints of Labor
22 Code section 201-202. Moreover, as described in detail above, Defendants failed to pay Plaintiff,
23 the Late Payment Class, and the aggrieved employees whose employment concluded all wages
24 owed, including but not limited to minimum wages, overtime wages (including doubletime
25 wages), meal period premiums, rest period premiums, vacation wages, and sick pay (including at
26 the correct rates) within time constraints proscribed in Labor Code §§ 201-202. Thus, as result of
27 Defendants’ faulty policies described above, the Late Payment Class, and the Late Payment
28 Aggrieved Employees left their employment with Defendants without being compensated for

1 each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, 203,
2 and 256.

3 59. Labor Code § 1174 provides that each employer shall keep “payroll records
4 showing the hours worked daily by and the wages paid to...employees employed
5 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
6 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

7 60. As previously explained, Defendants failed to maintain accurate records of the
8 total hours worked by employees or of the time associated with off-the-clock work as described
9 above and failed to record time that employees were subject to Defendants’ control and required
10 to work during their meal/rest periods on a regular and consistent basis in express violation of
11 Section 7(A)(3) of IWC Wage Order No. 4-2001 which requires employers to record “when the
12 employee begins and ends each work period.”

13 61. Due to Defendants’ regular and consistent practice of not recording all hours
14 worked, including the time associated with off-the-clock work and as described above, the time
15 records maintained by Defendants do not show the actual hours worked daily by Plaintiff and the
16 aggrieved employees. This caused Plaintiff and the other aggrieved employees time records not to
17 actually show the total hours worked daily by each of them throughout the PAGA period in
18 violation of Labor Code §§ 1174 and 1174.5.

19 62. Labor Code §2802 provides that “[a]n employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct consequence
21 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
22 even though unlawful, unless the employee, at the time of obeying the directions, believed them
23 to be unlawful.”

24 63. During at least part of the Class and PAGA period, Defendants required and/or
25 expected Plaintiff, the Class, and the aggrieved employees to use their own tools and implements
26 in the discharge of their job duties. By failing to provide Plaintiff, the Class, and the aggrieved
27 employees with masks, gloves, scissors, water, and other safety equipment, Defendants caused
28 Plaintiff, the Class, and the other aggrieved employees to make expenditures and incur losses in

1 the direct consequence of the discharge of their job duties. Moreover, Defendants also expected
2 Plaintiff, the Class, and the other aggrieved employees to use their personal vehicles for business
3 purposes and for which they did not receive reimbursement. This includes, but is not limited, to
4 requiring Plaintiff, the Class, and other aggrieved employees with trucks to move the porta potties
5 used by the employees. During at least part of the PAGA period, Defendants also required the
6 Class and the aggrieved employees to utilize their cell phones in the discharge of their job duties
7 for which they did not receive compensation. Defendants' conduct in requiring the Class and the
8 aggrieved employees to engage in the above described activities caused them to incur losses as a
9 direct consequence of their duties. Although some of the Class and the aggrieved employees were
10 regularly required to and/or ordered/directed to use their own personal communication devices for
11 work purposes (including cell phones and other devices), those Class Members and aggrieved
12 employees were not provided with any reimbursement for the use of their personal cell phones.
13 Based upon information and belief, some of the Class and the aggrieved employees were
14 specifically directed by Defendants and/or its supervisory employees to utilize their cell phones in
15 the discharge of their job duties for which they did not receive compensation. Defendants'
16 conduct in requiring the Class and some of the aggrieved employees to engage in the above
17 described activities caused them to incur losses as a direct consequence of their duties.

18 64. During at least part of the Class and PAGA period, Defendants required at least
19 some of the aggrieved employees to wear distinctive uniforms including company shirts among
20 other items and/or a specific color scheme as well as other items such as shoes. However,
21 Defendant failed to provide expense reimbursements either for the uniform themselves and/or the
22 expenses associated with maintaining such uniform (including, but not limited to laundry
23 detergent and/or dry cleaning).

24 65. Labor Code § 206.5 states that:

25 (a) An employer shall not require the execution of a release of a claim or right on account
26 of wages due, or to become due, or made as an advance on wages to be earned, unless
27 payment of those wages has been made. A release required or executed in violation of the
28 provisions of this section shall be null and void as between the employer and the
employee. Violation of this section by the employer is a misdemeanor.

1
2 (b) For purposes of this section, execution of a release includes requiring an employee, as
3 a condition of being paid, to execute a statement of the hours he or she worked during a
4 pay period which the employer knows to be false.

5 66. At times during the PAGA period, Defendant required aggrieved employees to
6 execute a release as a condition of being paid in the form of a statement of hours that he or she
7 worked during the pay period that Defendant and/or some of its agents knew to be false. Such
8 conduct violated Labor Code § 206.5.

9 67. Labor Code § 2810.5 requires an employer to provide, at the time of hiring, to
10 each employee a “written notice, in the language the employer normally uses to communicate
11 employment-related information to the employee, containing the following information:

- 12 (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,
13 salary, piece, commission, or otherwise, including any rates for overtime, as applicable.
14 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging
15 allowances.
16 (C) The regular payday designated by the employer in accordance with the requirements of
17 this code.
18 (D) The name of the employer, including any “doing business as” names used by the
19 employer.
20 (E) The physical address of the employer’s main office or principal place of business, and a
21 mailing address, if different.
22 (F) The telephone number of the employer.
23 (G) The name, address, and telephone number of the employer’s workers’ compensation
24 insurance carrier.
25 (H) That an employee: may accrue and use sick leave; has a right to request and use
26 accrued paid sick leave; may not be terminated or retaliated against for using or requesting
27 the use of accrued paid sick leave; and has the right to file a complaint against an employer
28 who retaliates.
(I) Any other information the Labor Commissioner deems material and necessary.

68. During at least part of the PAGA period, Defendants failed to provide at least
some of the employees with the written notice required by Labor Code § 2810.5 and also failed to
provide some of the required information. Defendants’ failure to provide such information varied
from time to time, but based upon information and belief, included violations of all nine
subdivisions of Labor Code § 2810.5(a).

69. Plaintiff filed his PAGA Notice online with the Labor Workforce Development
Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and

1 theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*
2 As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor
3 Code § 2699.3(a)(2)(A), no notice was received and/or will have been by Plaintiff from the
4 LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark
5 date of the PAGA notice. Plaintiff is therefore, entitled to proceed with a civil action pursuant to
6 Labor Code § 2699.

7 70. If during discovery and/or Defendant defaults, Plaintiff discovers the names of
8 additional individuals who may have personal liability pursuant to Labor Code § 558.1, Plaintiff
9 will promptly amend to include such individuals and/or alter egos. Plaintiff will seek to depose
10 the individual owner (Beatriz Power) to determine whether or not she is a person responsible for
11 the violations within the meaning of Labor Code § 558.1. *Espinoza v. Hepta Run, Inc.*, 74 Cal.
12 App. 5th 44, 60, (2022), review denied (Apr. 27, 2022) (“It was undisputed Tseng was the sole
13 owner and president of both HRT and *Hepta Run*, and he admitted he had approved the policy
14 regarding payment of truck drivers that violated various provisions of the Labor Code. Although
15 he testified he had no involvement in or knowledge of the business's operations.”); *cf Usher v.*
16 *White*, 64 Cal. App. 5th 883, 889, (2021).

17 II.

18 JURISDICTION AND VENUE

19 71. This Court has subject matter jurisdiction over all causes of action asserted herein
20 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
21 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy,
22 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the
23 laws of the State of California or is subject to adjudication in the courts of the State of California.

24 72. This Court has personal jurisdiction over Defendant World Class Staffing Services
25 LLC because Defendant has caused injuries in the County of San Bernardino and State of
26 California through their acts, and by their violation of the California Labor Code and California
27 law in San Bernardino County. The Court also has personal jurisdiction over Defendant World
28

1 Class Staffing Services LLC because it's principal place of business is located within San
2 Bernardino County.

3 73. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
4 Civil Procedure §395. Defendants operates within California and do business within San
5 Bernardino County. The unlawful acts alleged herein have a direct effect on Plaintiff and the
6 Classes within the State of California and the County of San Bernardino and Defendant World
7 Class Staffing Services LLC's principal place of business is located within San Bernardino
8 County.

9 74. This case should be classified as complex according to Rule 3.400 of the
10 California Rules of Court, and assigned to a complex litigation judge and department, as it will
11 involve substantial documentary evidence, and is likely to involve extensive motion practice
12 raising difficult or novel issues that will be time-consuming to resolve and would require
13 substantial post judgment judicial supervision.

14 III.

15 PARTIES

16 A. PLAINTIFF

17 75. Plaintiff Jose Rodriguez worked for Defendants in San Bernardino County within
18 the past year.

19 76. Plaintiff and the Class were regularly required to:

- 20 a. Work hours without receiving compensation and/or minimum wages for all
21 hours worked;
- 22 b. Work overtime hours without receiving any compensation and/or the
23 proper amount of compensation;
- 24 c. Work without being provided lawful meal periods;
- 25 d. Work without being provided lawful rest periods;
- 26 e. Were denied meal/rest period premiums including payments at the proper
27 amounts;
- 28

1 f. Work without being provided an accurate itemized wage statement that
2 accurately indicates the gross wages earned, the total hours worked by the employee, the net
3 wages earned, as well as all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee as well as the legal
5 address of the entity that is the employer;

6 g. Were deprived of wages that Defendants knew were due and owing, yet
7 failed to pay at the time of termination and/or within 72 hours of resignation for those former
8 employees who did not provide advance notice; and

9 h. Work without being reimbursed for expenses incurred in direct
10 consequence of the discharge of his or her duties.

11 **B. DEFENDANTS**

12 77. Defendant World Class Staffing Services LLC is a California Limited Liability
13 Company, with a current principal place of business of 11175 AZUSA CT SUITE 110, Rancho
14 Cucamonga, CA 91730. Upon information and belief, Defendant employs and/or employed
15 Plaintiff and the Class within California and in San Bernardino County, including in Fontana and
16 Rancho Cucamonga, California. Defendant has done and does business throughout the State of
17 California and in San Bernardino County.

18 78. The true names and capacities, whether individual, corporate, associate, or
19 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
20 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
21 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
22 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
23 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
24 capacities of the Defendants designated hereinafter as DOES when such identities become
25 known. The Doe Defendants include alter ego and joint employers of Defends.

26 79. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
28 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are

legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Class and/or as alter egos of each other.

IV.

CLASS ACTION ALLEGATIONS

80. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class composed of and defined as follows:

- (1) all non-exempt, hourly employees who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities in California at any point from April 7, 2019 and continuing into the present. (“the Doe Defendant Non-Exempt Class”);
- (2) all non-exempt, hourly employees who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities in California at any point from August 16, 2021 and continuing into the present. (“World Class Non-Exempt Class”);²

Collectively, Classes (1) and (2) may be referred to as the “Non-Exempt Class.”

- (3) all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities in California as a non-exempt, hourly employee or other similar position and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours in a week during a pay period from April 7, 2019 and continuing into the present. (“Overtime Class”);
- (4) all individuals who were employed by World Class Staffing Services LLC or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, hourly employee and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours in a week during a period where they also received a non-discretionary bonus, incentive payment/pay, shift differential, hazard pay, and/or hazard pay from April 7, 2019 and continuing into the present; (“Incentive Pay Overtime Subclass”);

Collectively, groups three (3) and four (4) may be referred to as the “Overtime Class.”

² Based upon information and belief after review of filings with the California Secretary of State, Defendant World Class Staffing Services LLC did not exist prior to August 16, 2021. However, Plaintiff reserves the right to Doe in additional Defendants that may be joint employers and/or form part of a single integrated enterprise whose identities are discovered during the prosecution of this Action.

1
2 (5) all individuals who were employed by World Class Staffing Services LLC or its
3 predecessor, merged or related entities. in California who worked one or more
4 shifts of more than six (6) hours as a non-exempt, hourly employee or other
5 similar position from April 7, 2019 and continuing into the present. (“Meal
6 Period Class”);

7
8 (6) All individuals who were employed by World Class Staffing Services LLC or
9 its predecessor, merged or related entities in California who were paid a meal
10 and/or rest period premium within the same week that they also received a non-
11 discretionary bonus, incentive payment/pay from April 7, 2019 and continuing
12 into the present. (“Meal/Rest Period Premium Class”);

13 Collectively, groups five (5) and six (6) may be referred to as the “Meal Period Class.”

14
15 (7) all individuals who were employed by World Class Staffing Services LLC or its
16 predecessor, merged or related entities in California as a non-exempt hourly
17 employee, or other similar position, who worked one or more shifts of more
18 than four (4) hours in length or major fraction thereof from April 7, 2019 and
19 continuing into the present. (“Cardenas Rest Period Class”);

20 Collectively, groups six (6) and seven (7) may be referred to as the “Rest Period Class.”

21
22 (8) all individuals who were employed by World Class Staffing Services LLC or its
23 predecessor, merged or related entities for one or more pay periods in California
24 as a non-exempt, hourly employee and whose employment concluded at any
25 time between April 7, 2019 and continuing into the present. (“Cardenas General
26 Late Payment Class”);

27
28 (9) all individuals who were employed by World Class Staffing Services LLC or its
predecessor, merged or related entities for one or more pay periods in
California, who received sick pay, and whose employment concluded at any
time between April 7, 2019 and continuing into the present; (“Cardenas Sick
Pay Late Payment Class”);

Collectively, groups eight (8) and nine (9) may be referred to as the “Late Payment
Class.”

(10)all individuals who were employed by World Class Staffing Services LLC or its
predecessor, merged or related entities in California as an employee at any point
from July 12, 2022 and continuing into the present. (“Wage Statement
Subclass”);

1 These Classes and Subclasses may all collectively be referred to herein as the “Class”
2 where appropriate and for ease of reference.

- 3 (1) all individuals who were employed by World Class Staffing Services LLC or its
4 predecessor, merged or related entities in California as an employee at any point
5 from July 12, 2022 and continuing into the present. (“Class”);

6 81. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
7 amend or modify the class description with greater specificity, by division into subclasses, or by
8 limitation to particular issues.

9 82. This action has been brought and may properly be maintained as a class action
10 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
11 community of interest in the litigation and the Proposed Classes are easily ascertainable.

12 **A. Numerosity**

13 83. The potential members of the Proposed Classes as defined are each so numerous
14 that joinder of all the members of the Proposed Classes is impracticable. While the precise
15 number of proposed Class Members in each Class has not been determined at this time, Plaintiff
16 is informed and believes that Defendants currently employ, and during the relevant time periods
17 employed to be more than 50 members or more of the Proposed Class and Subclasses at any
18 given time and there are believed to be more than 100 Class Members.

19 84. Plaintiff alleges that Defendants’ employment records would provide information
20 as to the number and location of all Proposed Class members. Joinder of all members of the
21 Proposed Class and Subclasses is not practicable.

22 **B. Commonality**

23 85. There are questions of law and fact common to the Proposed Classes³ that
24 predominate over any questions affecting only individual Proposed Class Members. These
25 common questions of law and fact include, without limitation:
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28 ³ Plaintiff reserves his right to designate subclasses within the Class.

- a. Whether Defendants failed to pay minimum wages for all hours worked as required by Labor Code §§ 1194, 1194.2, and 1197 as well as IWC Wage Order No. 4-2001 to the Class.
- b. Whether Defendants failed to pay wages and/or overtime compensation and at the correct rate as required by Labor Code § 510 to the Overtime Class;
- c. Whether Defendants violated Labor Code §§ 226.7 and IWC Wage Order Nos. 4-2001, by failing to authorize and permit the Meal Period Class Members to take a timely, uninterrupted, duty-free meal period within the first five (5) hours of their shift, as well as their failure to pay the Meal Period Class one additional hour of pay at the employees' at their regular rate of compensation when they did not receive a compliant meal period;
- d. Whether Defendants violated Labor Code § 226.7 and IWC No. 4-2001, by failing to inform Plaintiff and the Rest Period Class of their right to receive a ten (10) minute duty-free rest period for every four hours of work or major fraction thereof, failing to relieve employees of all control during rest periods, and by failing to compensate said employees one (1) additional hour of pay at the employee's regular rate of compensation in lieu of rest periods;
- e. Whether Defendants violated Labor Code § 226(a) and (e) as well as IWC by failing to provide an accurate itemized wage statements that accurately indicated, the gross wages earned, all deductions from wages, the net wages earned, as well as all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, omitted the legal address of the entity that is the employer and the rate of pay and total hours worked for each temporary service assignment to the Wage Statement Subclass;
- f. Whether Defendants violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that the Late Payment Class' employment with Defendants' concluded;

1 g. Whether Defendants violated Labor Code § 2802 by failing to provide Plaintiff
2 and the Class with all tools and implements needed in the discharge his or her
3 duties;

4 h. Whether Defendants violated § 17200 et seq. of the Business & Professions
5 Code by engaging in the acts previously alleged against the Class

6 **C. Typicality**

7 86. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff
8 and all members of the Proposed Class sustained injuries and damages arising out of and caused
9 by Defendants' common course of conduct in violation of laws, regulations that have the force
10 and effect of law, and statutes as alleged herein.

11 **D. Adequacy of Representation**

12 87. Plaintiff will fairly and adequately represent and protect the interests of the
13 members of the proposed Classes. Counsel who represents Plaintiff and the Proposed Class is
14 competent and experienced in litigating large employment class actions, and have the financial
15 resources to litigate the claims at issue.

16 **E. Superiority of Class Action**

17 88. A class action is superior to other available means for the fair and efficient
18 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
19 practicable, and questions of law and fact common to the Proposed Class predominate over any
20 questions affecting only individual members of the Proposed Class. Each member of the
21 Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal
22 policy and/or practice of failing to provide accurate itemized wage statements.

23 89. Class action treatment will allow those similarly situated persons to litigate their
24 claims in the manner that is most efficient and economical for the parties and the judicial system.
25 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
26 action that would preclude its maintenance as a class action.

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V.
FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§
1194 and 1194.2 AND IWC WAGE ORDER NO. 4-2001
[Against All Defendants by Plaintiff, the Class and the Non-Exempt Class]

90. Plaintiff, on behalf of himself, the Class, and the Non-Exempt Class, realleges and incorporates by reference all previous paragraphs.

91. Section 1194 of the Labor Code provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than minimum wage...applicable to the employee is entitle to recover in a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon, reasonable attorney's fees, and costs of suit.

92. Section 1194.2 of the Labor Code provides, in relevant part:

In any action under...Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

93. As set forth above, during statutory period applicable to the claims in this action, including within the past year, and continuing into the present, Plaintiff and the Class were not compensated for all hours worked as a result of Defendants' policies and practices described in detail above.

94. In failing to pay Plaintiff, the Class, and the Non-Exempt Class, for all hours worked, for the reasons described above, Defendants willfully and intentionally violated Labor Code § 1194 and acted in bad faith. Accordingly, pursuant to sections 1194 and 1194.2 of the California Labor Code, Plaintiff and the Class are entitled to recover, either their unpaid hourly wages due, or minimum wage plus interest and/or liquidated damages in an additional amount equal to the total amount of wages unlawfully withheld during the class period.

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VI.
SECOND CAUSE OF ACTION
FAILURE TO PAY WAGES AND/OR OVERTIME UNDER
LABOR CODE §§ 510, 1194, and 1199
[Against All Defendants by Plaintiff, the Class, the Non-Exempt Class, the Overtime Class,
and the Incentive Pay Overtime Subclass]

95. Plaintiff, on behalf of himself, the Class, the Class, the Non-Exempt Class, the Non-Exempt Overtime Class, and the Incentive Pay Overtime Subclass realleges and incorporates by reference all previous paragraphs.

96. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work. In accordance with Labor Code § 1194, Plaintiff and the Class could not agree to work for a lesser wage.

97. In addition, Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful.

98. Similarly, Labor Code § 1198 provides that “the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

99. As discussed in detail above, at times Defendants failed to pay Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Overtime Class, and the Incentive Pay Overtime Subclass with wages for all hours worked (including overtime hours) and failed to pay overtime wages at the proper rate.

100. Based upon information and belief, at times during the Class Period, Defendants failed to pay Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Overtime Class, and the Incentive Pay Overtime Subclass at one and one-half times their regular rate and instead underpaid their overtime and doubletime wages.

101. Defendants conduct, as described above was willful.

102. As a result of the unlawful acts of Defendants, Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Overtime Class, and the Incentive Pay Overtime Subclass have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VII.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE LAWFUL MEAL PERIODS PURSUANT TO LABOR CODE §§ 226.7 and 512; IWC WAGE ORDER NO. 4-2001 [Against All Defendants by Plaintiff, the Class, and the Meal Period Class]

103. Plaintiff, on behalf of himself, the Class, and the Meal Period Class realleges and incorporates by reference all previous paragraphs.

104. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each non-compliant meal period an employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours.

105. At times between during the Class Period and continuing into the present, Plaintiff, the Class, and the Meal Period Class consistently worked shifts over six (6) hours and did not receive timely first meal periods within the first five (5) hours of their shifts.

106. During the statutory period applicable to their claims, Plaintiff, the Class, and the Meal Period Class were not compensated with one (1) hours' worth of pay at their regular rate of compensation when they were not provided with a compliant meal period or at the proper rate based upon Defendants' unlawful compensation policies detailed above.

107. At times during the Class Period, on the rare occasion, if any, that Defendants paid a meal period premium, Defendants had a common policy and practice of failing to include

1 compensation associated with incentive payments, shift differentials, incentive payments, hazard
2 pay, non-discretionary bonuses, production bonuses, efficiency bonuses, or attendance bonuses
3 when calculating and paying meal period premiums. Instead of paying meal/rest period premiums
4 at employees' regular rates, on the rare occasions that Plaintiff, the Class and the Meal Period
5 Class received a meal period premium, Defendants improperly paid the premium at the
6 employee's hourly base rate instead of at their regular rate.

7 108. Plaintiff contends that Defendants' policies and practices as alleged above violated
8 Labor Code § 226.7.

9 109. Pursuant to Labor Code §226.7, Plaintiff, the Class, and the Meal Period Class
10 Members are entitled to damages in an amount equal to one (1) hour of wages per non-compliant
11 meal break, per day in a sum to be proven at trial.

12 **VIII.**
13 **FOURTH CAUSE OF ACTION**
14 **FAILURE TO PROVIDE LAWFUL REST PERIODS AND PAY NON-COMPLIANT**
15 **REST PERIOD PREMIUMS PURSUANT TO LABOR CODE § 226.7 AND IWC WAGE**
16 **ORDER NO. 4-2001, § 12**
17 **[Against All Defendants by Plaintiff, Class, and the Rest Period Class]**

18 110. Plaintiff, on behalf of himself, the Non-Exempt Class, the Non-Exempt Hourly
19 Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass, and the
20 Meal/Rest Period Premium Subclass, realleges and incorporates by reference all previous
21 paragraphs.

22 111. Labor Code § 226.7 provides "an employer shall not require an employee to work
23 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
24 regulation, standard, or order of the Industrial Welfare Commission ("IWC"). Under IWC Wage
25 Order No. 4-2001 an employer must authorize and permit all employees to take ten (10) minute
26 duty free rest periods for every major fraction of four hours worked.

27 112. At times throughout his employment, Defendants failed to provide Plaintiff, the
28 Class, and the Rest Period Class with rest periods of not less than ten (10) minutes for every
major fraction of four (4) hours worked in violation of Labor Code § 226.7 and IWC Wage Order
No. 4-2001 and other applicable wage orders. Instead, Defendants regularly and consistently

1 required Plaintiff, the Class, and the Rest Period Class to forgo rest periods and/or failed to
2 relieve them of all duties.

3 113. At times throughout his employment with Defendants including within the past
4 year, Plaintiff, the Class, and the Rest Period Class were denied rest periods as a result of
5 Defendants' understaffing practices and policies. Notably, although Defendants' rest period
6 policies and practices are not compliant, they also pressured and coerced employees to forgo rest
7 periods and made it difficult for employees to take lawful duty-free rest periods both due to their
8 understaffing policies and practices and otherwise.

9 114. In addition to failing to authorize and permit compliant rest periods, Plaintiff, the
10 Class, and the Rest Period Class were not compensated with one (1) hours' worth of pay at their
11 regular rate of compensation when they were not provided with a compliant rest period and/or
12 their rest period was interrupted in accordance with Labor Code § 226.7(b).

13 115. At times during his employment including within the past year, further, on the rare
14 occasion if any that Defendants paid rest period premiums, Defendants improperly paid the
15 premium to Plaintiff, the Class, and the Rest Period Class at the employee's hourly base rate
16 instead of at their regular rate. Plaintiff contends that Defendants' policies and practices as
17 alleged above violated Labor Code § 226.7 and seeks penalties pursuant to PAGA related thereto
18 consistent with the California Supreme Court's decision in *Ferra v. Loews Hollywood Hotel,*
19 *LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of compensation' in
20 section 226.7(c) has the same meaning of regular rate of pay' in section 510(a) and encompasses
21 not only hourly wages, but all nondiscretionary payments for work performed by the employee.").

22 116. Based upon the foregoing, at all times pertinent hereto, Defendants failed to
23 authorize and permit Plaintiff, the Class, and the Rest Period Class, to take duty-free rest periods
24 of not less than ten (10) minutes net for every major fraction of four (4) hours worked.

25 117. Pursuant to Labor Code § 226.7, Plaintiff, the Class, and the Rest Period Class are
26 entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum
27 to be proven at trial.

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IX.
FIFTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 226(e)
[Against all Defendants on behalf of Plaintiff and the Wage Statement Class]

118. Plaintiff, on behalf of himself and the Wage Statement Class, realleges and incorporates by reference all previous paragraphs and all subsequent paragraphs.

119. From at least June 8, 2022 and continuing into the present, Defendants knowing and intentionally failed to provide accurate itemized wage statements to Plaintiff and the Wage Statement Subclass in accordance with Labor Code § 226(a)(1, 2, 5, and 9). Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...;
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.
(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

120. As to Plaintiff and the Wage Statement Subclass from at least June 8, 2022 and continuing into the present, due to Defendants' failure to pay Plaintiff and the Wage Statement Subclass, all minimum wages, overtime wages, meal period premiums, and rest period premiums, the wage statements issued by Defendants do not indicate the correct amount of gross wages earned, the total hours worked, the net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor Code §226(a)(1), (2), (5), and (9).

121. The wage statements issued to Plaintiff and the Class also did not include the address of the legal entity that is the employer. For instance, for the pay period of May 15, 2023 to May 21, 2023, Defendant issued an itemized wage statement to Plaintiff that did not contain any address for the employer. Plaintiff alleges that the wage statements that Defendant issued to the other Class Members within the past year also did not contain the address of the legal entity that is the employer. Such conduct violates Labor Code § 226(a)(8).

122. Plaintiff and the Class also suffered legal "injury" for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily determine from the wage statements themselves the information required to be set forth by Section 226(a), the information provided by Defendants was confusing and inaccurate.

123. In addition, Plaintiff and the Class were unable to determine at from the wage statement alone without reference to external information or knowledge the address of the legal entity that is the employer.

124. Moreover, Plaintiff and the Class also suffered legal "injury" for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily determine from the wage statements themselves the information required to be set forth by Section 226(a), including

1 the address of the legal entity that is the employer, the information provided by Defendants was
2 confusing and inaccurate.

3 125. Defendants also failed to both comply with and create a policy that complied with
4 Labor Code § 226 prior to the filing of this lawsuit. Labor Code § 226(e)(3) provides that when
5 determining whether or not an employer's violation of Labor Code § 226(a) was knowing and
6 intentional, "the relevant factor [is] whether the employer, prior to an alleged violation, has
7 adopted and is in compliance with a set of policies, procedures, and practices that fully comply
8 with this section." Accordingly, Defendants' conduct was knowing and intentional within the
9 meaning of Labor Code § 226(e).

10 126. An employee suffering injury as a result of a knowing and intentional failure by an
11 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
12 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
13 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
14 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
15 reasonable attorneys' fees. See Lab. Code § 226(e). Plaintiff and the Class seek penalties under
16 Labor Code § 226(e) in amounts to be determined at trial, and are entitled to recovery of such
17 amounts, attorneys' fees, and costs.

18 X.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §§201-203 19 [Against all Defendants on behalf of Plaintiff and the Late Payment Class]

20 127. Plaintiff on behalf of himself and the Late Payment Class re-alleges and
21 incorporates by reference each and every allegation set forth in the preceding paragraphs.

22 128. Sections 201 and 202 of the California Labor Code requires Defendants to pay all
23 compensation due and owing to former employees in the Class during the actionable period for
24 this cause of action, at or around the time that their employment is terminated.

25 129. Section 203 of the California Labor Code provides that if an employer willfully
26 fails to pay compensation promptly upon discharge or resignation, as required by Sections 201
27 and 202, then the employer is liable for penalties in the form of continued compensation up to
28 thirty (30) workdays.

130. As described in detail above, Defendants failed to pay Plaintiff and the other Class Members whose employment concluded all wages owed, including but not limited to all minimum wages, overtime wages, meal period premiums, rest period premiums, sick pay, and reporting time pay within the time constraints proscribed in Labor Code §§ 201-202 at the time of their termination/separation. Thus, as result of Defendants' faulty policies described above, Plaintiff and all Class Members' left their employment with Defendants without being compensated for each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, and 203.

131. At the time of Plaintiff, the other members of the Late Payment Class' separation from Defendants, the sums were certain and known to Defendants.

132. As a result, Defendants are liable to Plaintiff and the Late Payment Class who are no longer employed by Defendants for waiting time penalties amounting to thirty (30) days wages for Plaintiff and each Class Member pursuant to California Labor Code § 203. See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

XI.
SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
(LABOR CODE § 2802)
[Against all Defendants on behalf of Plaintiff and the Class]

133. Plaintiffs on behalf of himself and the Class realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

134. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

135. At times during the Class Period and within the past year, Defendants failed to provide all necessary implements and/or required Plaintiff and the Class to use their own tools to complete the job. Defendants caused Plaintiff, the Class, and the aggrieved employees to make expenditures and incur losses in the direct consequence of the discharge of their job duties in violation of Labor Code § 2802.

136. Defendants' conduct in requiring Plaintiff to engage in the above-described activities caused them to incur losses as a direct consequence of their duties in violation of Labor Code § 2802.

137. Plaintiff and the Class are entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802.

XII.
EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200
[Against all Defendants on behalf of Plaintiff and the Class]

138. Plaintiff, on behalf of himself and the Class realleges and incorporates by reference all previous paragraphs.

139. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, et seq. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Classes. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

140. Defendants have engaged in unlawful and unfair business practices that violate fundamental public policies of the state of California and the United States of America. As a result of its unlawful and unfair business practices, Defendants have forced employees to work under substandard and unlawful conditions in an effort to gain a competitive advantage over law-abiding employers who comply with California's Labor Code.

141. Defendants have violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving

1 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
2 privileges guaranteed to all employees under law.

3 142. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
4 violation of § 17200 et seq. of the Business & Professions Code.

5 143. Defendants, by engaging in the conduct herein alleged, either knew or in the
6 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a
7 violation of § 17200 et seq. of the Business & Professions Code.

8 144. As a proximate result of the above-mentioned acts of Defendants, Plaintiff, the
9 Class, others similarly situated, other businesses, and the general public have been damaged in a
10 sum as may be proven.

11 145. As part of their claims against Defendant, Plaintiffs seek not only the unpaid
12 wages, but also the market value of the loss of the statutory protections and the cost to other
13 employers of providing proper pay, breaks, and complying with the California Labor Code
14 provisions identified herein. *See e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162
15 (2015).

16 146. Unless restrained, Defendants will continue to engage in the unlawful conduct as
17 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
18 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
19 employment by Defendants, its agents, or employees, of any unlawful or deceptive practices
20 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
21 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
22 Proposed Classes the money Defendants have unlawfully failed to pay.

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28 **XII.**

NINTH CAUSE OF ACTION
**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
FOR PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS
OF LABOR CODE §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and IWC Wage Order No. 4-2001
and/or other applicable wage order.**

147. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

148. Plaintiff filed her PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received and/or will have been received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

149. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants’ violations of Labor Code §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and IWC Wage Order No. 4-2001 and/or other applicable wage order.

150. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula unless a civil penalty is already proscribed under the Labor Code:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

151. These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. *See e.g. Kaanaana v. Barrett Business Services, Inc.*, 29 Cal.App.5th 778, 808 (2018) (acknowledging that the employees could get

1 separate PAGA penalties for interrupted meal periods because interrupted meal periods violated
2 Labor Code sections 1194 and 512 and remanding to the trial court to determine the amount of
3 PAGA penalties to award); *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx)
4 2012 U.S. Dist. LEXIS 86975, at *59, fn. 77 (C.D. Cal. June 22, 2012) (holding that although the
5 plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be ‘stacked,’ *i.e.*,
6 multiple PAGA penalties can be assessed for the same pay period for different Labor Code
7 violations.”); *accord Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO) 2010 U.S.
8 Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F & B, Inc.*, No. 2:08-cv-00275-
9 MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at * 2-3 (E.D. Cal. Aug. 19,
10 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist. LEXIS 54110, 2010
11 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

12 152. In addition, Plaintiff and the aggrieved employees seek the default penalty
13 provided by Labor Code §§ 226.3 and/or 2699.3 for violations of Labor Code section 226(a).⁴
14 Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226
15 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
16 per violation in an initial violation and one thousand dollars (\$1,000) per employee for each
17 violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

19 153. Labor Code § 210 provides that “in addition to, an entirely independent and apart
20 from, any other penalty provided in this article, every person who fails to pay the wages of each
21 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
22 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

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28 ⁴ There is a split of authority between the appellate courts regarding which penalty applies for a violation of Labor Code section 226(a) at present.

1 154. As a result of the faulty compensation policies and practices described in detail
2 above, the State of California is entitled to recover penalties under Labor Code § 210 through
3 PAGA.

4 155. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or
5 causes to be violated...any provision regulating hours and days of work in any order of the
6 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
7 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
8 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
9 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
10 period for which the employee was underpaid...” Based upon the above factual allegations
11 related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees
12 are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages under
13 PAGA. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

14 156. Labor Code § 1174 provides that each employer shall keep “payroll records
15 showing the hours worked daily by and the wages paid to...employees employed
16 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
17 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

18 157. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
19 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
20 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
21 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
22 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
23 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
24 period for which the employee is underpaid regardless of whether the initial violation is
25 intentionally committed. As set forth above, Defendants failed to compensate Plaintiff and all
26 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
27 to the extent permitted by law Plaintiff and all aggrieved employees are entitled to recover civil
28 penalties for violations of Labor Code § 1197.1.

VI.
NINTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS OF
LABOR CODE §§ 200, 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510,
512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and IWC Wage
Order No. 4-2001

[Against all Defendants on behalf of Plaintiff and the aggrieved employees]

158. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

159. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received and/or will be received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

160. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and IWC Wage Order No. 4-2001.

161. There is currently a split of authority regarding which PAGA penalties apply to violations of Labor Code § 226(a). *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355 (2021) (holding that such violations give rise to a 2699.3 penalty) *cf.*; *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (2018) (holding that such violations give rise to a Labor Code § 226.3 penalty). Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As explained in detail above, Defendants failed to provide Plaintiff and the other

1 aggrieved employees with accurate itemized wage statements. Accordingly, to the extent it
2 applies, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 or
3 2699 penalties for Defendant's violations of Labor Code § 226(a).

4 162. Labor Code § 210 provides that "in addition to, an entirely independent and apart
5 from, any other penalty provided in this article, every person who fails to pay the wages of each
6 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
7 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25% of the amount unlawfully withheld."

10 163. As a result of the faulty compensation policies and practices described in detail
11 above, the State of California is entitled to recover penalties under Labor Code § 210 through
12 PAGA.

13 164. Further, Labor Code § 558 imposes a penalty upon employers "who violates, or
14 causes to be violated...any provision regulating hours and days of work in any order of the
15 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
16 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
17 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
18 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
19 period for which the employee was underpaid..." Based upon the above factual allegations
20 related to overtime violations, Plaintiff and the aggrieved employees are entitled to recover civil
21 penalties under Labor Code § 558 and not any underpaid wages under PAGA. *ZB, N.A. v. Sup.*
22 *Ct. 8 Cal.5th 175 (2019).*

23 165. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
24 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
25 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
26 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
27 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
28 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay

1 period for which the employee is underpaid regardless of whether the initial violation is
2 intentionally committed. As set forth above, Defendants failed to compensate Plaintiff and all
3 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
4 to the extent permitted by law Plaintiff and all aggrieved employees are entitled to recover civil
5 penalties for violations of Labor Code § 1197.1.

6 166. Labor Code § 256 serves as the civil default penalty for a violation of Labor Code
7 section 203 under PAGA and provides for “a civil penalty in an amount not exceeding 30 days’
8 pay as waiting time under the terms of Section 203. *See Iskanian v. CLS Transportation Los*
9 *Angeles, LLC*, 59 Cal.4th 348, 381 (2014); *see also Esparza v. KS Industries, L.P.* 13 Cal.App.5th
10 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the employer’s
11 failure to timely pay wages upon separation was willful is a “civil penalty”). To the extent
12 permitted by law Plaintiff seeks Labor Code § 2699.3 penalties at either the default amount or the
13 amount proscribed by Labor Code § 256 for Defendant’s violations of Labor Code §§ 201 and
14 202.

15 167. As described in detail above, Defendants willfully failed to pay Plaintiff and other
16 aggrieved employees whose employment concluded all wages owed, including but not limited to
17 overtime wages within the time constraints proscribed in Labor Code §§ 201-202 at the time of
18 their termination/separation. Thus, as result of Defendants’ faulty policies described above,
19 Plaintiff and all aggrieved employees left their employment with Defendants without being
20 compensated for each and every hour worked at the appropriate rate in violation of Labor Code
21 §§ 201, 202, 203, and 256.

22 **RELIEF REQUESTED**

23 **WHEREFORE**, Plaintiff prays for the following relief:

- 24 1. An Order that this action may proceed and be maintained as a Class Action on
25 behalf of the Classes;
- 26 2. For compensatory damages in the amount of unpaid minimum wages not paid to
27 Plaintiff and each Class Member from April 7, 2019 and continuing into the present as may be
28 proven;

1 3. For compensatory damages in the amount of unpaid overtime wages not paid to
2 Plaintiff, each Class Member from April 7, 2019 and continuing into the present as may be
3 proven;

4 4. For compensatory damages in the amount of Plaintiff and each Class Members
5 unpaid and/or underpaid meal period premiums from April 7, 2019 and continuing into the
6 present as may be proven;

7 5. For compensatory damages in the amount of Plaintiff and each Class Members
8 unpaid and/or underpaid rest period premiums from April 7, 2019 and continuing into the present
9 as may be proven;

10 6. For penalties pursuant to Labor Code § 226(e) for violations of Labor Code
11 § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs
12 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
13 exceeding an aggregate penalty of four thousand dollars (\$4,000) for the inaccurate itemized
14 wage statements issued to Plaintiff and the Wage Statement Class from July 12, 2022 and
15 continuing into the present as may be proven;

16 7. An award to Plaintiff and the Late Payment Class of waiting time penalties in the
17 amount of up to 30 days' wages;

18 8. That the Court award to Plaintiff and Class Members all unreimbursed business
19 expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, in an amount
20 to be proved at trial;

21 9. For restitution for unfair competition pursuant to Business & Professions Code
22 § 17200 to Plaintiff and the Unfair Competition Class for actions, including disgorgement of
23 profits, in an amount as may be proven;

24 10. An order enjoining Defendant and its agents, servants, and employees, and all
25 persons acting under, in concert with, or for it from providing Plaintiff and the Proposed Class
26 Members proper compensation for all hours worked, overtime hours worked, meal period
27 premiums, rest period premiums, from failing to provide timely first meal periods within the first
28 five (5) hours of an employee's shift, from failing to provide proper rest periods, from failing to

1 pay meal/rest period premiums at the employee's regular rate instead of at their hourly base rate,
2 from paying reporting time pay at the employee's base rate instead of at their regular rate, and
3 from timely failing to pay all wages.

4 11. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
5 employees because of Defendants' violation of Labor Code §§ 201, 202, 203, 204, 206.5, 210,
6 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5,
7 1199, 2802, 2810.5, and IWC Wage Order No. 4-2001 and/or other applicable wage order;

8 12. A declaratory judgment that Defendants' violated Labor Code §§ 201, 202, 203,
9 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197,
10 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and IWC Wage Order No. 4-2001 and/or other
11 applicable wage order;

12 13. An award of post judgment interest;

13 14. An award providing for payment of costs of suit;

14 15. An award of attorneys' fees, including but not limited to pursuant to Labor Code
15 §§ 226, 218.5, 2698 and Code of Civil Procedure § 1021.5; and

16 16. Such other and further relief as this Court may deem proper and just.

17
18 DATED: October 3, 2023

WINSTON LAW GROUP, P.C.

19
20 By: 
21 DAVID S. WINSTON
22 Attorneys for Plaintiff, the Proposed
23 Class, and the aggrieved employees
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