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all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

KEITH O'SHEA on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

VECTOR LABORATORIES, INC.; and
DOES 1-100,

Defendants.

Case No. **23CV049223**

**PLAINTIFF KEITH O'SHEA'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of PAGA for Failure to Pay Wages Due at Termination of Employment;**
- 6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements;**
- 7. Violation of PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available; and**
- 8. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties.**

DEMAND FOR JURY TRIAL

1 Plaintiff KEITH O'SHEA (hereinafter referred to as "Plaintiff"), on behalf himself and all
2 other non-exempt, hourly employees who worked for Defendant VECTOR LABORATORIES, INC.
3 (hereinafter referred to as "Defendant" or "VECTOR") and/or DOES in California (hereinafter
4 referred to as the "Aggrieved Employees"), files this Complaint against Defendant and/or DOES 1-
5 100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Sections 2698 et.
9 seq., against Defendant and/or DOES 1-100. The PAGA permits an "aggrieved employee" to
10 bring a lawsuit on behalf of himself and other current and former employees to address an
11 employer's violations of the *California Labor Code*.

12 2. VECTOR and/or DOES empower scientific advances with innovative proteomic and glycomic
13 solutions. Defendant is a manufacturing partner with unmatched technical expertise and a
14 culture of service.

15 3. VECTOR and/or DOES are a California corporation.

16 4. At all times mentioned herein, Defendant and/or DOES have conducted business in Alameda
17 County and elsewhere within California.

18 5. At all times mentioned herein, Defendant and/or DOES, within the State of California, have,
19 among other things, employed current and former hourly, non-exempt employees in California.

20 6. Defendant and/or DOES have maintained uniform policies that violate the wage and hour
21 rights of Plaintiff and similarly situated non-exempt, hourly employees in the manner
22 complained of herein.

23 7. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Defendant
24 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
25 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
26 break; were not provided accurate itemized wage statements; were not paid compensation for
27 all time worked at the straight or overtime rate; were not paid waiting time penalties; were not
28 provided with paid sick leave / paid time off and/or a written notice setting forth the amount

of sick leave available; and were not reimbursed for business expenses. Plaintiff seeks penalties on behalf of himself and all other Aggrieved Employees of Defendant and/or DOES as provided herein. This Complaint also seeks attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

8. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as "exempt" or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid compensation for all time worked at the regular or overtime rate; provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; paid compensation for all time worked at the regular or overtime rate; paid penalties for not being paid timely at the time of termination; provided with sick pay in compliance with California law; and reimbursed for business expenses.

9. At all times mentioned herein, Defendant and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying compensation at time of termination, timing of payment, and sick pay/paid time off. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

10. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the Aggrieved

- Employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
11. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operate industrial facilities, employ hourly employees, conduct business, and commit *California Labor Code* violations within Alameda County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within Alameda County. Defendant and/or DOES employ numerous aggrieved employees in California and/or Alameda County.
12. Plaintiff brings this action on behalf of himself and the Aggrieved Employees of Defendant and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of his intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.
13. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil Procedure*, and *Civil Code*.
14. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, and/or otherwise are found within the County of Alameda, California.

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1 **III. THE PARTIES**

2 **A. Plaintiff**

3 15. Throughout the relevant time period, Plaintiff is and was a resident of California. During the
4 relevant time period, Plaintiff was employed by Defendant and/or DOES in California and
5 performed work in Alameda County. Plaintiff was employed by Defendant and/or DOES until
6 on or about April 3, 2023.

7 16. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
8 the Defendant and/or DOES as non-exempt, hourly employees.

9 17. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the
10 LWDA and Defendant on June 6, 2023. This notice demonstrates that Plaintiff is an aggrieved
11 employee and has standing to bring a representative action on behalf of the LWDA and as a
12 private attorney general. The violations alleged in this notice also forms the basis for the
13 allegations herein. No notice of cure by Defendant and/or DOES was provided and no notice
14 of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day
15 period since the mailing of the notices of the action. Accordingly, Plaintiff files this action as
16 a “Representative Action” as authorized by *Labor Code* section 2699.3(a)(2)(C).

17 **B. Defendants**

18 18. VECTOR and/or DOES are a California corporation whose principal place of business is in
19 the State of California.

20 19. VECTOR and/or DOES empower scientific advances with innovative proteomic and glycomic
21 solutions. VECTOR and/or DOES are a manufacturing partner with unmatched technical
22 expertise and a culture of service

23 20. VECTOR and/or DOES have, among other things, employed current and former hourly, non-
24 exempt employees in California.

25 21. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
26 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
27 information and belief alleges that said Defendants are now, and/or at all times mentioned in
28 this Complaint were doing business in the State of California and/or throughout the United

- 1 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
2 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
3 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.
- 4 22. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
5 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
6 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
7 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized
8 the acts of each of the remaining Defendants.
- 9 23. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners,
10 agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of
11 Defendants and/or DOES at all times.
- 12 **IV. GENERAL ALLEGATIONS**
- 13 24. During all, or a portion, of the one (1) year period before Plaintiff filed notice of his claims
14 with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Defendant
15 and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed
16 of all current and former non-exempt, hourly employees of Defendant and/or DOES, or any of
17 its operating divisions and/or subsidiaries, who worked for Defendant and/or DOES in
18 California.
- 19 25. At all times mentioned herein, Defendant and/or DOES have not paid Plaintiff and the
20 Aggrieved Employees for all time they were performing work and/or are subject to
21 Defendant's and/or DOES' control.
- 22 26. At all times mentioned herein, Defendant and/or DOES have had a consistent policy of failing
23 to keep accurate time records of Plaintiff's and the Aggrieved Employees' time. Instead of
24 having employees record all of their hours worked, Defendant and/or DOES have supervisors
25 record some of the time for the employees they supervise. This leads to employees having
26 inaccurate times recorded and fewer recorded hours than employees actually work. As such,
27 Plaintiff and the Aggrieved Employees are not paid for all of the hours they work and are owed
28 additional wages. Defendant's and/or DOES' failure to pay Plaintiff and the Aggrieved

Employees for all hours worked while under Defendant's and/or DOES' control and/or while suffered or permitted to work has resulted in non-exempt employees being deprived of straight time and/or overtime wages.

27. At all times mentioned herein, Defendant and/or DOES have had a consistent policy of requiring hourly, non-exempt employees within the State of California, including Plaintiff, to clock in when they reached their workstation. As such, the time it took Plaintiff and the Aggrieved Employees to walk through VECTOR's expansive facility to their workstation was done off the clock. If Plaintiff and the Aggrieved Employees clocked in when they entered the building, they would get in trouble. VECTOR instructed Plaintiff and the Aggrieved Employees that they were not to clock in until they reached their workstations.

28. At all times mentioned herein, Defendant and/or DOES have had a consistent policy of rounding Plaintiff and the Aggrieved Employees' time punches. VECTOR has an unlawful rounding practice that is not fair and neutral in practice. VECTOR's rounding policy results in Plaintiff and the Aggrieved Employees' systematically being undercompensated.

29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one (1) hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

30. At all times mentioned herein, Defendant and/or DOES have had a consistent policy of requiring hourly, non-exempt employees within the State of California, including Plaintiff, to work through meal periods and work at least five (5) hours without a full thirty (30) meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided, or other compensation, as required by California's state wage and hour laws.

31. At all times mentioned herein, Defendant and/or DOES fail to provide employees with meal periods within the first five (5) continuous hours of work.

32. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift

- of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, Defendant and/or DOES willfully violate the provisions of *California Labor Code* section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(11). In addition, Defendant and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.
33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one (1) hour of pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.
34. At all times mentioned herein, Defendant and/or DOES have had a consistent policy and/or practice of requiring hourly non-exempt employees within the State of California, including Plaintiff, to work for over four (4) hours, or a major fraction thereof, without a net ten (10) minute rest period, and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provide, or other compensation, as required by California's state wage and hour laws.
35. At all times mentioned herein, , Defendant and/or DOES fail to provide Plaintiff and the Aggrieved Employees with rest periods for every four (4) hours, or a major fraction thereof, worked.
36. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, Defendant and/or DOES willfully violate the provisions of *California Labor Code* section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(12).
37. At all times mentioned herein, Defendants and/or DOES and/or their officers and/or managing agents have had a consistent policy and/or practice of failing to reimburse Plaintiff and hourly, non-exempt employees for business expenses incurred in the discharge of their duties. These

1 expenses include, but are not limited to, using their personal cell phones for business purposes.
2 VECTOR requires Plaintiff and the Aggrieved Employees to clock in and out for work through
3 the ADP application on their personal cell phones. *California Labor Code* section 2802(a)
4 entitles Defendant and/or DOES to reimbursement for said necessary expenditures, plus
5 interest and expenses.

6 38. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff
7 and to other terminated or resigned Aggrieved Employees and failed to timely pay wages
8 during employment.

9 39. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
10 Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay
11 statements in accordance with California law.

12 40. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
13 they were not providing complete and accurate pay statements in accordance with California
14 law to Plaintiff and the Aggrieved Employees.

15 41. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally did not
16 include name and full address of the legal entity that is the employer on Plaintiff's and the
17 Aggrieved Employees' wage statements.

18 42. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally did not
19 itemize the total hours worked on hourly non-exempt employees', including Plaintiff's, wage
20 statements.

21 43. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally did not
22 include meal and rest period premiums owed to Plaintiff and the Aggrieved Employees for
23 unlawfully provided meal and rest periods on employees' wage statements.

24 44. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally did not
25 include the last four digits of hourly non-exempt employees', including Plaintiff's, security
26 number or other employee identification on wage statements.

27 45. At all times mentioned herein, Defendant and/or DOES have had a consistent policy and/or
28 practice of failing to itemize the amount of accrued/available sick leave hourly, non-exempt

1 employees have on wage statements each pay period.

2 46. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
3 they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with
4 California law, and that Defendant and DOES had the ability to pay such compensation, but
5 willfully and intentionally failed to do so, and Defendant and DOES falsely represented to
6 Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the
7 Aggrieved Employees.

8 47. At all times mentioned herein, Defendant and/or DOES fail to comply with IWC Wage Order
9 4-2001(7) by failing to maintain accurate time records showing hourly compensation, when
10 the employee begins and ends each workday, when meal periods are taken, and total daily
11 hours worked by itemizing in wage statements and accurately reporting total hours worked by
12 Plaintiff and the Aggrieved Employees.

13 48. At all times mentioned herein, Defendant's and/or DOES' failure to retain accurate records of
14 total hours worked and meal periods taken by Plaintiff and the Aggrieved Employees was
15 willful and deliberate, was a continuous breach of Defendant's and/or DOES' duty owed to
16 Plaintiff and the Aggrieved Employees.

17 49. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
18 Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination.
19 Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal
20 period premiums, and/or rest period premiums owed at the time of termination.

21 50. At all times mentioned herein, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved
22 Employees a sum certain at the time of termination or within seventy-two (72) hours of their
23 resignation and have failed to pay those sums for thirty (30) days thereafter.

24 51. Plaintiff brings this action on behalf of himself and all Aggrieved Employees defined as all
25 Defendant's non-exempt, hourly employees who worked for Defendant and/or DOES in
26 California beginning one year prior to the date Plaintiff sent notice to the LWDA.

27 52. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
28 respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).

53. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

54. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

55. It is fundamental that an employer must pay its employees for the time worked. *California Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* sections 1194-1197.1 prohibit the payment of less than the minimum wage. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

56. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.”

57. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant and/or DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiff for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

58. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly situated Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited to rounding, before “shifts” start, after “shifts” end, and/or any other time in the day during which employees were subject to the control of Defendant and/or

DOES and/or performing work tasks or otherwise had work duties during periods of time for which Defendant and/or DOES are not paying them. Defendant's and/or DOES' failure to pay for all hours worked while under Defendant's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being deprived of straight time wages.

59. Defendant and/or DOES fail to keep accurate time records of Plaintiff's and Aggrieved Employees' time. Instead of having employees record all of their hours worked, Defendant and/or DOES has supervisors record some of the time for the employees they supervise. For example, Plaintiff's supervisor would tell him that he was "doing timecards" or would tell Plaintiff not to worry about clocking out and that he would fill in the times on Plaintiff's and the Aggrieved Employees' timecards. This leads to employees having inaccurate times recorded and less recorded hours than they actually work. As such, Plaintiff and the Aggrieved Employees are not paid for all of the hours they work and are owed additional wages.

60. Further, Plaintiff could not clock in until he reached his workstation. As such, the time it took him to walk through Defendant's and/or DOES' expansive facility to his workstation was done off the clock. If Plaintiff or the Aggrieved Employees clocked in when they entered the building, they would get in trouble. Defendant and/or DOES instructed Plaintiff and the Aggrieved Employees that they were not to clock in until they reached their workstations.

61. Defendant and/or DOES also round Plaintiff's and the Aggrieved Employees' time punches. Defendant and/or DOES have an unlawful rounding practice that is not fair and neutral in practice. Defendant's and/or DOES' rounding policy results in Plaintiff and the Aggrieved Employees' systematically being undercompensated.

62. In addition, Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not relieved of all work duties during their meal periods and/or when Defendant recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was taken.

1 63. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and
2 those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal
3 period, even though Plaintiff and the Aggrieved Employees work through their meal periods
4 and/or were subject to Defendant's control during meal periods. Thus, Defendant and/or DOES
5 do not pay Plaintiff and the Aggrieved Employees for all time worked each and every day they
6 work without a meal period and have time deducted.

7 64. Failing to pay for all hours worked while under Defendant's and/or DOES' control and/or
8 while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees
9 being deprived of straight time wages.

10 65. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
11 unpaid wages, and lost interest on such wages, and expenses.

12 66. Plaintiff and the Aggrieved Employees were employed by Defendant and/or DOES at all
13 relevant times. Defendant and/or DOES were required to compensate Plaintiff and the
14 Aggrieved Employees for all hours worked and were prohibited from making deductions that
15 had the effect of reducing the agreed upon wage.

16 67. Defendant and/or DOES commit the acts alleged herein knowingly and willfully, with the
17 wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.
18 Defendant and/or DOES act with malice or in conscious disregard of Plaintiff's and the
19 Aggrieved Employees' rights.

20 68. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
21 and/or DOES in California.

22 69. Plaintiff, as a former "non-exempt" employee of Defendant and/or DOES who Defendant
23 and/or DOES fail to pay all wages, is an aggrieved employee with standing to bring an action
24 under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general
25 public to enforce California's labor laws, and the penalty provisions identified in *California*
26 *Labor Code* section 2699.5.

27 70. Plaintiff, as a representative of the people of the State of California, seeks any and all penalties
28 otherwise capable of being collected by the Labor Commission and/or the Department of Labor

Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

71. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

72. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

73. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

74. *California Labor Code* section 510 states that eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

75. *California Labor Code* section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

76. Defendant and/or DOES fail to pay overtime when employees worked over eight (8) hours per

day and when employees worked over forty (40) hours per week. Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

77. Plaintiff and the Aggrieved Employees were deprived of wages for all overtime hours worked because Defendant and/or DOES fail to pay them overtime wages for all overtime hours worked. This resulted in Plaintiff and the Aggrieved Employees not being paid all overtime wages owed to them.

78. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly situated Aggrieved Employees for all overtime hours worked. Defendant and/or DOES have not paid for all the time Plaintiff and Aggrieved Employees worked throughout the day, including, but not limited to rounding, before “shifts” start, after “shifts” end, and/or any other time in the day when the employees were performing work tasks, subject to the control of Defendant and/or DOES and/or otherwise had work duties but were not paid by Defendant and/or DOES. When Plaintiff and the Aggrieved Employees work shifts lasting over eight (8) hours, those unpaid hours would qualify for the overtime rate.

79. In addition, Defendant and/or DOES fail to keep accurate time records of Plaintiff’s and Aggrieved Employees’ time. Instead of having employees record their hours worked, Defendant and/or DOES have supervisors record time for the employees they supervise. For example, Plaintiff’s supervisor would tell him that he was “doing timecards” or would tell Plaintiff not to worry about clocking out and that he would fill in the times on Plaintiff’s and the Aggrieved Employees’ timecards. This leads to employees having inaccurate times recorded and less recorded hours than they actually work. As such, Plaintiff and the Aggrieved Employees are not paid for all of the hours they work and are owed additional wages. Because Plaintiff and the Aggrieved Employees work shifts lasting over eight (8) hours, these unpaid hours would qualify for the overtime rate.

80. Further, Defendant and/or DOES do not permit Plaintiff and the Aggrieved Employees to clock in until they reached their workstation. As such, the time it takes Plaintiff and the Aggrieved Employees to walk through Defendant’s and/or DOES’ expansive facility to their workstation

1 is done off the clock. If Plaintiff or the Aggrieved Employees clock in when they entered the
2 building, they get in trouble. Defendant and/or DOES instruct Plaintiff and the Aggrieved
3 Employees that they were not to clock in until they reached their workstations. Because
4 Plaintiff and the Aggrieved Employees work shifts lasting over eight (8) hours, these unpaid
5 hours would qualify for the overtime rate.

6 81. Defendant and/or DOES also rounds Plaintiff's and the Aggrieved Employees' time punches.
7 Defendant and/or DOES has an unlawful rounding practice that is not fair and neutral in
8 practice. Defendant's and/or DOES' rounding policy results in Plaintiff and the Aggrieved
9 Employees' systematically being undercompensated. Because Plaintiff and the Aggrieved
10 Employees work shifts lasting over eight (8) hours, these unpaid hours would qualify for the
11 overtime rate.

12 82. Moreover, Plaintiff and the Aggrieved Employees are not relieved of all duties and/or
13 employer control during their meal periods. Plaintiff and the Aggrieved Employees are
14 informed and believe and thereon allege that Defendant and/or DOES breached the legal duty
15 to pay for all hours worked by failing to pay Plaintiff and the Aggrieved Employees for meal
16 period time when Plaintiff and the Aggrieved Employees were not relieved of all duties and/or
17 employer control. When Plaintiff and the Aggrieved Employees work over eight (8) hours in
18 a shift, these unpaid hours must be compensated at an overtime rate.

19 83. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant
20 and/or DOES at all relevant times. Defendant and/or DOES were required to compensate
21 Plaintiff and the Aggrieved Employees for all overtime hours worked and were prohibited from
22 making deductions that had the effect of reducing the agreed upon wage.

23 84. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that
24 Defendant and/or DOES breach the legal duty to pay full wages to Mr. O'Shea by failing to
25 pay Mr. O'Shea and similarly aggrieved employees for meal period time when Plaintiff and
26 the Aggrieved Employees were not relieved of all duties and employer control.

27 85. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
28 unpaid wages, and lost interest on such wages, and expenses.

86. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

87. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

88. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 222, 223 and 510.

89. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

90. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

91. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

92. Under *California Labor Code* section 512, and IWC Wage Order 4-2001(11), no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty

(30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

93. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

94. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

95. Defendant and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to Plaintiff and Aggrieved Employees who worked for work periods of more than five (5) consecutive hours. As such, Plaintiff and Aggrieved Employees were required to work over five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted, duty-free meal period within that time.

96. Defendant and/or DOES breach the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and the Aggrieved Employees with meal periods within the first five continuous hours of work.

97. Defendant and/or DOES breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved Employees to work through their meal periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

98. Defendant and/or DOES have a consistent policy and/or practice of not providing second meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu

thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second meal periods when they worked shifts over ten (10) hours long.

99. In addition, Defendant and/or DOES fail to keep accurate records of meal periods. Instead of having employees record all of own their hours worked, including meal period time, Defendant and/or DOES has supervisors record some of the time for the employees they supervise. This leads to employees having inaccurate times recorded, including meal period time.

100. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Defendant and/or DOES willfully violated the provisions of the *California Labor Code* section 226.7 and 512.

101. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

102. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Defendant and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order No. 4-2001.

103. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.

104. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

105. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

106. During the relevant time period, Defendant and/or DOES fail to pay Plaintiff and the

- 1 Aggrieved Employees all meal period premiums due pursuant to *California Labor Code*
2 section 226.7.
- 3 107. Defendant's and/or DOES' conduct violates applicable IWC Wage Order 4-2001 and
4 *California Labor Code* sections 226.7 and 512(a).
- 5 108. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
6 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
7 has satisfied all prerequisites to serve as a representative of the general public to enforce
8 California's labor laws, and the penalty provisions identified in *California Labor Code* section
9 2699.5.
- 10 109. Plaintiff, as a representative of the people of the State of California, will seek all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
13 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
14 226.7 and 512.
- 15 110. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
16 behalf of himself and the other aggrieved employees, seeks recovery of applicable civil
17 penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
18 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
19 (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per
20 *California Labor Code* section 2699(f)(2).
- 21 111. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
22 employees, seeks penalties pursuant to *California Labor Code* Section 558 for violations
23 pursuant to this chapter or any provisions regulating hours and days of the week of the
24 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

25 **FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
26 **PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).**

- 27 112. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
28 as if fully plead.

1 113. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be
3 in the middle of each work week period. The authorized rest period time shall be based on the
4 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
5 fraction thereof.”

6 114. At all times mentioned herein, Defendant and/or DOES fail to authorize and/or permit rest
7 period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time
8 per four (4) hours or major fraction thereof.

9 115. Defendant and/or DOES have a consistent policy and/or practice of not providing duty free,
10 net-ten minute, paid rest periods to Plaintiff and all Aggrieved Employees and/or providing
11 compensation in lieu thereof.

12 116. Defendant and/or DOES breach the legal duty to provide rest periods to employees by
13 imposing a continuous and consistent policy of requiring Plaintiff and all Aggrieved
14 Employees to work through their rest periods to satisfy the demanding workload duties
15 imposed by Defendant and/or DOES, thereby denying Plaintiff and all Aggrieved Employees
16 of the right to be completely free from employer control under California law.

17 117. Further, Defendant and/or DOES breach the legal duty to provide rest periods to employees by
18 failing to provide employees with rest periods within the timeframes outlined by California
19 law.

20 118. Defendant and/or DOES also breach the legal duty to provide rest periods to employees by
21 imposing a continuous and consistent policy of requiring Plaintiff and Aggrieved Employees
22 to work through their rest periods to satisfy the demanding workload duties imposed by
23 Defendant and/or DOES such that Plaintiff and the Aggrieved Employees were unable to take
24 a rest period.

25 119. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
26 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
27 these unprovided rest periods, as alleged above, Defendant and/or DOES willfully violate the
28 provisions of *California Labor Code* section 226.7.

- 1 120. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
2 and/or DOES in California.
- 3 121. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
4 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
5 has satisfied all prerequisites to serve as a representative of the general public to enforce
6 California's labor laws, and the penalty provisions identified in *California Labor Code* section
7 2699.5 for violations of *California Labor Code* section 226.7.
- 8 122. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest
9 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
10 satisfied all prerequisites to serve as a representative of the general public to enforce
11 California's labor laws, and the penalty provisions identified in *California Labor Code* section
12 2699.5.
- 13 123. Plaintiff, as a representative of the people of the State of California, will seek all penalties
14 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
15 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
16 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
17 226.7.
- 18 124. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
19 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
20 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
21 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
22 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
23 *California Labor Code* section 2699(f)(2).
- 24 125. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
25 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
26 violations pursuant to this chapter or any provisions regulating hours and days of the week of
27 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
28 558(a)(2).

**FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the
PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor
Code §2698 et. seq.).**

126. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

127. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the Aggrieved Employees who left Defendant's and/or DOES' employ or who were terminated.

128. Plaintiff and the Aggrieved Employees who ended their employment with Defendant and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

129. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

130. During the relevant time period, Defendant and/or DOES intentionally and willfully fail to pay the Aggrieved Employees who are no longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

131. Plaintiff KEITH O'SHEA'S employment with Defendant and/or DOES was terminated on or about April 3, 2023. Defendant and/or DOES failed to provide Plaintiff KEITH O'SHEA his final wages in accordance with *California Labor Code* sections 201 through 203.

132. Defendant and/or DOES have a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

133. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff

1 and the Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES have
2 not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the day,
3 including, but not limited to rounding, before “shifts” start, after “shifts” end, and/or any other
4 time in the day during which employees were subject to the control of Defendant and/or DOES
5 and/or performing work tasks or otherwise had work duties during periods of time for which
6 Defendant and/or DOES are not paying them. Thus, Plaintiff and the Aggrieved Employees
7 are owed wages for the unpaid time during with they are subject to Defendant’s and/or DOES’
8 control and/or during which they are not free from all work duties.

9 134. Defendant and/or DOES did not timely pay Plaintiff and the Aggrieved Employees all straight
10 time wages owed at the time of their termination.

11 135. Defendant and/or DOES did not timely pay Plaintiff and the Aggrieved Employees all overtime
12 wages owed at the time of their termination.

13 136. Defendants and/or DOES did not timely pay Plaintiff and the Aggrieved Employees all meal
14 and/or rest period premiums owed at the time of their termination.

15 137. Defendant’s and/or DOES’ failure to pay Plaintiff and the Aggrieved Employees who are no
16 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, at the
17 time of termination or within seventy-two (72) hours of their leaving Defendant’s and/or
18 DOES’ employ, is in violation of *California Labor Code* sections 201 and 202.

19 138. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
20 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the
21 employee shall continue as a penalty from the due date thereof at the same rate until paid or
22 until and action is commenced; but the wages shall not continue for more than thirty (30) days.

23 139. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages owed
24 at the termination of employment, is an aggrieved employee with standing to bring an action
25 under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general
26 public to enforce California’s labor laws, and the penalty provisions identified in *California*
27 *Labor Code* section 2699.5.

28 140. Plaintiff, as a representative of the people of the State of California, seeks all penalties

otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

141. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

142. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

143. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (California Labor Code §2698 et. seq.).

144. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

145. *California Labor Code* section 226(a) requires Defendant and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires Defendant and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized

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 basis, (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 the 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 and the corresponding number of hours worked at each hourly rate by the employee....”

146. *California Labor Code* section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

147. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” An employer complies with section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in the subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

148. Defendant and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved Employees.

149. In every pay period during the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally fail to provide the name of the legal entity that employs Plaintiff and the Aggrieved Employees on wage statements.

1 150. In every pay period during the relevant statute of limitations, Defendant and/or DOES
2 knowingly and intentionally fail to provide the full address of the legal entity that employs
3 Plaintiff and the Aggrieved Employees on wage statements.

4 151. In every pay period during the period of the relevant statute of limitations, Defendant and/or
5 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
6 as *California Labor Code* section 226 (a), requires.

7 152. In every pay period during the period of the relevant statute of limitations, Defendant and/or
8 DOES knowingly and intentionally did not include the total hours worked on wage statements
9 and failed to include this information accurately. Defendant and/or DOES therefore knowingly
10 and intentionally fail to itemize the total hours worked on Plaintiff's and the Aggrieved
11 Employees' wage statements.

12 153. Defendant and/or DOES knowingly and intentionally did not include the gross wages earned
13 on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to
14 itemize the gross wages earned on Plaintiff's and the Aggrieved Employees' wage statements.

15 154. In every pay period during the period of the relevant statute of limitations, Defendant and/or
16 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
17 as *California Labor Code* section 226 (a), requires. Defendant and/or DOES have a continuous
18 policy of not paying Plaintiff and the Aggrieved Employees for all hours worked. Specifically,
19 Defendant and/or DOES have not paid for all the time Plaintiff and the Aggrieved Employees
20 worked throughout the day, including, but not limited to rounding, before "shifts" start, after
21 "shifts" end, and/or any other time in the day during which employees were subject to the
22 control of Defendant and/or DOES and/or performing work tasks or otherwise had work duties
23 during periods of time for which Defendant and/or DOES are not paying them. Thus, Plaintiff
24 and the Aggrieved Employees are owed wages for the unpaid time during with they are subject
25 to Defendant's and/or DOES' control and/or during which they are not free from all work
26 duties.

27 155. Defendant and/or DOES do not set forth on Plaintiff's and the Aggrieved Employees' wage
28 statements all applicable hourly rates in effect during the pay period and the corresponding

number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee.

156. Defendant and/or DOES do not list an accurate number of total hours worked on Plaintiff's and the Aggrieved Employees' wage statements.

157. Defendant and/or DOES also did not itemize the amount of sick pay accrued on wage statements.

158. Defendant and/or DOES knowingly and intentionally did not include all meal and rest period premiums owed on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to itemize all meal and rest period premiums owed on Plaintiff's and the Aggrieved Employees' wage statements throughout the relevant statute of limitations.

159. Further, Defendant and/or DOES failed to include the accurate name and address of the legal entity that is the employer of Plaintiff and Aggrieved Employees. Defendant and/or DOES also failed to include accurate hourly rates for all compensation paid to Plaintiff and Aggrieved Employees.

160. In addition, Defendant and/or DOES failed to include all overtime hours worked by Plaintiff and the Aggrieved Employees on wage statements and itemize those overtime hours at the proper regular rate of pay that incorporated bonuses earned during the pay period.

161. Throughout the relevant time period, because of the knowing and intentional failure by Defendant and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

162. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

163. Plaintiff, as a non-exempt employee who Defendant and/or DOES fail to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

1 164. Plaintiff, as a representative of the people of the State of California, will seek all penalties
2 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
3 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
4 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
5 226, 1174, 1199.

6 165. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
7 himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
8 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
9 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
10 Employee per pay period for each subsequent violation, per *California Labor Code* section
11 2699(f)(2).

12 166. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
13 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
14 violations pursuant to this chapter or any provisions regulating hours and days of the week of
15 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
16 558(a)(2).

17 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
18 **Private Attorneys General Act of 2004 (PAGA) for Failure to Adopt a Compliant Sick Pay/Paid**
19 **Time Off Policy and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave**
20 **Available (*California Labor Code* §2698 et. seq.).**

21 167. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
22 as if fully plead.

23 168. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1,
24 2015, works in California for the same employer for 30 or more days within a year from the
25 commencement of employment is entitled to paid sick days as specified in this section.”

26 169. *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, “an
27 employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30)
28 hours worked, beginning at the commencement of employment or the operative date of this

- 1 article, whichever is later.”
- 2 170. *California Labor Code* section 246(k) provides that, “[a]n employee may determine how much
- 3 paid sick leave they need to use, provided that an employer may set a reasonable minimum
- 4 increment, not to exceed two hours, for the use of paid sick leave.”
- 5 171. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid
- 6 sick days beginning on the 90th day of employment, after which day the employee may use
- 7 paid sick days as they are accrued.”
- 8 172. Section 233(c) of the *California Labor Code* states: “An employer shall not deny an employee
- 9 the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
- 10 manner discriminate against an employee for using, or attempting to exercise the right to use,
- 11 sick leave to attend to an illness or the preventive care of a family member, or for any other
- 12 reason specified in subdivision (a) of Section 246.5.”
- 13 173. Section 233(d) of the *California Labor Code* provides relief for violations of this section,
- 14 stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
- 15 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
- 16 equitable relief.”
- 17 174. Section 234 of the *California Labor Code* further forbids employers from adopting an “absence
- 18 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead
- 19 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
- 20 233. An employee working under this policy is entitled to appropriate legal and equitable relief
- 21 pursuant to Section 233.”
- 22 175. VECTOR and/or DOES operate under an absence control policy that counts sick leave taken
- 23 pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge,
- 24 demotion, or termination. Thus, VECTOR and/or DOES’ sick pay policy punishes Plaintiff
- 25 and Aggrieved Employees by way of suspension and/or termination for use of protected and
- 26 appropriate sick leave. Plaintiff and the Aggrieved Employees are entitled to actual damages
- 27 or one day’s pay pursuant to Labor Code Section 233(d).
- 28 176. Further, VECTOR’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate and

- protected purposes enumerated in Labor Code section 233, 234, and 246.
177. Section 246(i) of the California Labor Code states, “[a]n employer shall provide an employee with written notice that sets forth the amount of sick leave available, or paid time off an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”
178. VECTOR and/or DOES fail to itemize sick leave available, or paid time off an employer provides in lieu of sick leave, for us on Plaintiff’s and the Aggrieved Employees’ itemized wage statements or in a separate writing provided on the designated pay date with the employee’s payment of wages.
179. VECTOR’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate and protected purposes enumerated in Labor Code sections 233, 234, 246, and 246.5, and VECTOR and/or DOES fail to itemize the amount of accrued/available sick leave employees have on wage statements each pay period.
180. As a result of the unlawful acts of Defendant VECTOR and/or DOES, Plaintiff and the Aggrieved Employees he seeks to represent have been incurred damages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 233(e).
181. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.
182. Plaintiff, as a non-exempt employee who was subject to Defendant’s and/or DOES’ unlawful sick pay/paid time off policy, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of the *California Labor Code* sections 233, 234, 246, and 246.5.
183. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for

violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

184. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

185. Section 2802(a) of the *California Labor Code* requires “[a]n employer [to] 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.”

186. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES.

187. VECTOR and/or DOES fail to reimburse Mr. O’Shea and Aggrieved Employees for all necessary expenses incurred in the performance of their jobs including, but not limited to, having to use their personal cell phones for business purposes. Defendant and/or DOES require employees to use to use their personal cell phones for business purposes, but fail to reimburse these expenses. Defendant and/or DOES require Plaintiff and the Aggrieved Employees to clock in and out for work through the ADP application on their personal cell phones.

188. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to reimbursement for said necessary expenditures, plus interest and expenses.

189. These claims are on behalf of all non-exempt, hourly employees who worked for Defendants and/or DOES in California.

190. Plaintiff, as a non-exempt employee who incurred business expenses which Defendants and/or DOES fail to reimburse, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

191. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: for violations of the *California Labor Code* section 2802.

192. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compliant meal periods;
- C. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;
- D. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide all rest periods;
- E. For all statutory penalties provided under *California Labor Code* for each pay period during which an employee was underpaid due to failure to provide paid rest periods;
- F. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to timely pay wages at separation;
- G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;
- H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section

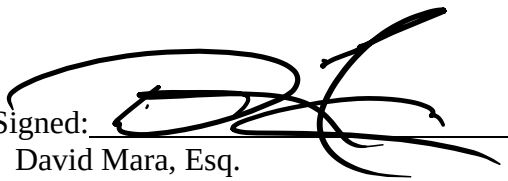
- 2699, et. seq. for failure to provide compensation at the minimum wage;
- I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide accurate, itemized wage statements;
- J. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to adopt a lawful sick pay policy;
- K. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to reimburse business expenses; and
- L. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial as to liability.

MARA LAW FIRM, PC

Date: October 30, 2023

Signed: 
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff KEITH O'SHEA, on
behalf of himself and all others similarly
situated, and on behalf of the general public