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on behalf of the State of California,
and others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

BEATRIZ HUITRON, on behalf of the State
of California, and others similarly situated
and aggrieved,

Plaintiff,

v.

INARI MEDICAL, INC., a Delaware
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 30-2023-01350866-CU-OE-CXC

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

Assigned for All Purposes
Judge William Claster
Dept. CX101

1 Plaintiff, BEATRIZ HUITRON, (“PLAINTIFF”), an individual on behalf of PLAINTIFF,
2 the State of California, and all other Aggrieved Employees (as defined below), hereby files this
3 Complaint against Defendants INARI MEDICAL, INC. a Delaware Corporation; and DOES 1-100,
4 inclusive, (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and
5 believes and thereon alleges as follows:

6 **INTRODUCTION**

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

12 **JURISDICTION AND VENUE**

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

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

21 **THE PARTIES**

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

24 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
25 of assembler and/or a similar title(s) and/or position(s) from in or around 2022 through on or around
26 March 20, 2023. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ Irvine, California
27 location(s).

28 6. Defendant INARI MEDICAL, INC. is a Delaware Corporation that, at all relevant

1 times, was authorized to do business within the State of California and is doing business in the State
2 of California.

3 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 warehouses, offices, manufacturing and/or distribution centers, facilities and/or other location(s) in
5 California, including, but not limited to, the warehouses, offices, manufacturing and/or distribution
6 centers, facilities in Irvine, California. DEFENDANTS, through its various locations, serve the
7 health care industry.¹ DEFENDANTS specialize in including, but not limited to, the supply and/or
8 manufacturing of medical devices.

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

15 9. PLAINTIFF is further informed and believes that, at all relevant times, each
16 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
17 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
18 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
19 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
20 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
21 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
22 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
23 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
24 controlled, aided and abetted the conduct of all other Defendants.

25 **JOINT LIABILITY**

26 10. Under California law, the definition of the terms “to employ” are broadly construed
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¹ See <https://www.inarimedical.com/> Last visited on September 22, 2023.

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

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

24 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
27 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
28 policies and practices regardless of the location(s) where they worked. Among other things,

1 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
2 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
3 over the day-to-day operations and employment matters, including the power to hire and fire, set
4 schedules, issue employee policies, and determine rates of compensation across its locations in
5 California; (3) DEFENDANTS utilize the same policies and procedures for all California
6 employees, including issuing the same employee handbooks and other form agreements; (4)
7 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
8 employment matters; and, (6) DEFENDANTS share employees.

9 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
11 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
12 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
13 wages, hours and working conditions, and/or suffered or permitted them to work so as to be
14 considered the joint employers of PLAINTIFF and Aggrieved Employees.

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

15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

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

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

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

PAGA ALLEGATIONS

19. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include:

All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more of the DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).

20. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory

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

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

11 21. PLAINTIFF, on July 18, 2023, through counsel, gave written notice by online filing
12 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
13 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
14 in this Complaint (“PAGA Notice”).

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

18 23. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
19 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
20 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
21 Accordingly, PLAINTIFF has exhausted the administrative remedies as required by Labor Code
22 section 2699.3. Consequently, PLAINTIFF’s right to file the instant lawsuit against DEFENDANTS
23 has duly accrued.

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

27 **FACTUAL ALLEGATIONS**

28 25. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees

1 worked for DEFENDANTS in the State of California. At all times referenced herein,
2 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees, and suffered and/or
3 permitted them to work.

4 26. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
5 of assembler and/or a similar title(s) and/or position(s) from in or around 2022 through on or around
6 March 20, 2023.

7 27. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Irvine, California
8 locations(s).

9 28. PLAINTIFF regularly worked at least eight (8) hours per day hours, at least at least
10 five (5) days per week.

11 29. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
12 hourly basis for time counted by DEFENDANTS as hours worked. PLAINTIFF was also
13 compensated with non-discretionary compensation, including without limitation, non-discretionary
14 bonus pay/incentive pay and/or other non-discretionary compensation.

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

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

28 32. Based on information and belief, Aggrieved Employees were not paid for all hours

1 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
2 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
3 the clock work policies and/or practices.

4 33. For example, based on information and belief, DEFENDANTS required Aggrieved
5 Employees to be at their assigned workstations at the start of a scheduled shift, thereby forcing
6 Aggrieved Employees to gather work-related equipment and/or safety gear, make any necessary
7 adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work
8 clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their
9 scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock
10 work.

11 34. Based on information and belief, at times, Aggrieved Employees were required to
12 stand in line behind other employees to access DEFENDANTS' time-keeping system and/or were
13 required to spend time reinitiating DEFENDANTS' time-keeping system before they could clock
14 in for the start of their shifts and/or after completing a purported meal period.

15 35. Based on information and belief, Aggrieved Employees were required to complete
16 other off-the-clock work tasks after clocking out for the end of their shifts and/or during
17 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum
18 and overtime wages owed to Aggrieved Employees.

19 36. For example, based on information and belief, DEFENDANTS required Aggrieved
20 Employees to clock out for the end of their shifts but to continue working due to the need to
21 return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates
22 and/or debriefings and/or participate in work meetings, respond to work-related communications
23 and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages
24 and overtime wages owed to Aggrieved Employees.

25 37. Based on information and belief, DEFENDANTS did not compensate Aggrieved
26 Employees for all time spent donning and doffing personal protective equipment, safety equipment
27 and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, and/or face masks) during meal
28 periods, before the start of a scheduled shift, and after completing a scheduled shift, resulting in

1 DEFENDANTS' failure to pay Aggrieved Employees for all work time and the underpayment of
2 minimum wages and overtime wages owed to Aggrieved Employees.

3 38. Based on information and belief, at times, DEFENDANTS' electronic employee
4 time-keeping system/app malfunctioned such that Aggrieved Employees were required to either
5 reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable
6 to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-
7 the-clock work and the underpayment of wages owed to Aggrieved Employees. Based on
8 information and belief, Aggrieved Employees experienced the same issues when clocking out for
9 shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
10 recorded and not compensated and resulted in unpaid minimum wages owed to Aggrieved
11 Employees.

12 39. Based on information and belief, Aggrieved Employees were required to undergo
13 security screenings and/or other mandated screenings before and/or after a scheduled shift and/or
14 before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

15 40. Based on information and belief, DEFENDANTS required Aggrieved Employees to
16 undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their
17 scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

18 41. Based on information and belief, Aggrieved Employees were also pressured to
19 complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals
20 and expectations.

21 42. For example, based on information and belief, Aggrieved Employees were required
22 to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-
23 related phone calls and/or messages they received to their phones and/or mobile devices and were
24 required to respond to, including but not limited to, communications from supervisors regarding
25 scheduling and/or other work tasks, resulting in the underpayment of wages owed to Aggrieved
26 Employees.

27 43. Based on information and belief, DEFENDANTS failed to pay Aggrieved
28 Employees for time they were required to spend completing orientation, policy questionnaires,

1 and/or time spent completing the onboarding process including but not limited to reviewing various
2 documents and policies provided by DEFENDANTS. Based on information and belief, this work time
3 was completed off-the-clock and was not compensated.

4 44. Based on information and belief, DEFENDANTS implemented a time-rounding
5 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
6 compensable time because the time-rounding system implemented by DEFENDANTS would
7 almost always, if not always, result in understating actual compensable work time.

8 45. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
9 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
10 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
11 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
12 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
13 forty (40) hours in a week.

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

19 47. Based on information and belief, DEFENDANTS failed and continue to fail to pay
20 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
21 in a week.

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

26 49. Based on information and belief, DEFENDANTS failed to incorporate all non-
27 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
28 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used

1 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
2 wages owed to PLAINTIFF and other Aggrieved Employees.

3 50. For example, based on information and belief, during the PAGA period, PLAINTIFF
4 earned bonuses/incentive pay and/or other non-discretionary compensation during pay periods
5 during which PLAINTIFF worked overtime, however, DEFENDANTS failed to incorporate all
6 non-discretionary compensation into the regular rate of pay used to calculate the owed overtime
7 rate, resulting in the miscalculation of the owed overtime rate and the underpayment of overtime
8 wages owed to PLAINTIFF as well as wage statement violations described herein.

9 51. For example, DEFENDANTS' wage statements for PLAINTIFF for including but
10 not limited to, the following pay dates: 7.15.22, 8.15.22, 9.15.22, 12.30.22, and 2.15.23, show
11 PLAINTIFF earned non-discretionary compensation, yet DEFENDANTS failed to incorporate any
12 and/or all non-discretionary compensation into the regular rate of pay used to calculate
13 PLAINTIFF's overtime rate, resulting in the miscalculation of the owed overtime rate, the
14 underpayment of overtime wages owed to PLAINTIFF and wage statement violations.

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

24 53. For example, based on information and belief, Aggrieved Employees were forced to
25 take late meal periods in order to complete assigned job duties. Based on information and belief,
26 Aggrieved Employees were at times interrupted during purported meal periods and/or had meal
27 periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned
28 job duties.

1 54. For example, at times, PLAINTIFF was required to take an interrupted meal period,
2 cut her meal period short, and/or take her meal period late (i.e. after the fifth hour of work) due to
3 the need to complete assigned job duties. Based on information and belief, DEFENDANTS did not
4 pay PLAINTIFF a meal period premium for each missed and/or legally noncompliant meal period.

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

10 56. Based on information and belief, DEFENDANTS implemented policies and/or
11 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
12 during unpaid meal periods.

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

17 58. Based on information and belief, despite DEFENDANTS' failure to provide lawful
18 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
19 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
20 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
21 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
22 Employees did not receive lawful meal periods.

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

25 60. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
26 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
27 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
28 did DEFENDANTS have any sort of compliant policy in practice.

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

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

11 63. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
12 additional hour of wages at their respective regular rates of compensation for each workday a lawful
13 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
14 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
15 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
16 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
17 compensation for purposes of calculating the owed meal period premium.

18 64. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
19 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
20 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
21 middle of the work period, as required by law.

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

26 66. Based on information and belief, DEFENDANTS did not have a have a compliant
27 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
28 practice.

1 67. For example, based on information and belief, Aggrieved Employees were at times
2 unable to take compliant rest periods due to their need to complete assigned job duties and/or were
3 unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods
4 restricted to DEFENDANTS' premises.

5 68. Based on information and belief, DEFENDANTS failed to authorize and permit rest
6 periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods
7 were provided, DEFENDANTS limited PLAINTIFF and other Aggrieved Employees to only ten-
8 minute rest periods, requiring them to be back at their workstations within ten minutes of leaving,
9 in violation of California rest period law.

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

14 70. Moreover, based on information and belief, DEFENDANTS failed to provide any
15 form of a third rest period on shifts lasting longer than ten hours.

16 71. Based on information and belief, DEFENDANTS implemented policies and/or
17 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
18 DEFENDANTS' control during rest periods.

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

22 73. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
23 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
24 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
25 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
26 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
27 shift differential pay, and/or other non-discretionary compensation into the regular rate of
28 compensation for purposes of calculating the owed rest period premium.

1 74. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
2 provides as follows:

3 75. (A) Each workday an employee is required to report for work and does report, but is
4 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
5 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
6 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
7 than the minimum wage. (B) If an employee is required to report for work a second time in any one
8 workday and is furnished less than two (2) hours of work on the second reporting said employee
9 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
10 minimum wage.

11 76. Aggrieved Employees were not paid reporting time wages in accordance with
12 California law, including but not limited to the applicable IWC Wage Order. For example, based on
13 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
14 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
15 in accordance with California law.

16 77. Based on information and belief, DEFENDANTS have a policy and practice of
17 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
18 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
19 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
20 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

21 78. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
22 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
23 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
24 toilet rooms and shall be available to employees during work hours."

25 79. DEFENDANTS' locations/facilities are generally similar in layout and design, and
26 there was, and continues to be, space that allows for a resting facility that employees may use to
27 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
28 Employees with a resting facility within DEFENDANTS' facilities/locations with reasonable or no

1 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
2 suitable breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive
3 to resting, including but not limited to leaning up against the wall, or search for facilities outside of
4 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal
5 vehicles.

6 80. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
7 during their hours of work, particularly during meal and/or rest periods.

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

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

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

27 84. Based on information and belief, wage statements issued by DEFENDANTS failed
28 to list all applicable hourly rates in effect during the pay period and the corresponding number of

1 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
2 Code section 226(a)(9).

3 85. For example, based on information and belief, wage statements issued by
4 DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee, in violation of Labor
6 Code section 226(a)(9) due to DEFENDANTS' failure to list an overtime rate category at all and/or
7 failure to list a category containing the proper overtime rate.

8 86. For example, as explained above, DEFENDANTS' wage statements for PLAINTIFF
9 for including but not limited to, the following pay dates: 7.15.22, 8.15.22, 9.15.22, 12.30.22, and
10 2.15.23, show PLAINTIFF earned non-discretionary compensation, yet DEFENDANTS failed to
11 incorporate any and/or all non-discretionary compensation into the regular rate of pay used to
12 calculate PLAINTIFF's overtime rate, resulting in DEFENDANTS' failure to list a category
13 containing the proper overtime rate on wage statements issued to PLAINTIFF, in violation of
14 including but not limited to, Labor Code section 226(a)(9).

15 87. Moreover, based on information and belief, DEFENDANTS issued wage statements
16 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
17 other things, failing to list the correct name and/or address of the legal entity that is the employer,
18 in violation of Labor Code section 226(a)(8).

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

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

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

27 91. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
28 Employees that were not accurate and did not include all of the statutorily required information. As

1 such, DEFENDANTS violated Labor Code section 226.

2 92. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
3 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
4 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions
5 from Aggrieved Employees paychecks during the relevant period including but not limited to,
6 deducting costs of uniforms and/or other business costs and/or deducting wages for purported
7 overpayments from previous pay periods and/or unlawfully deducting wages for negligently
8 damaged property.

9 93. For example, DEFENDANTS’ wage statements issued to PLAINTIFF for including
10 but not limited to, the following pay dates – 8.15.22 and 12.15.22 – show DEFENDANTS made
11 unlawful deductions from PLAINTIFF’s earned wages for cost of “GFT-Gift Cards” and/or
12 unlawfully deducted wages for purported overpayments from previous pay periods. Such a practice
13 is in violation of including but not limited to, Labor Code Sections 221-222 which subjects
14 DEFENDANTS to civil penalties under Labor Code Section 2699.

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

23 95. DEFENDANTS have failed and continue to fail to keep accurate and complete
24 records showing total hours worked by virtue of DEFENDANTS’ time rounding, automatic meal
25 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
26 employer control during unpaid meal periods, failure to record the true start and end times of meal
27 periods, shift start times and shift end times, and other off-the-clock work policies and practices
28 described herein.

1 96. **Unreimbursed Business Expenses.** Based on information and belief,
2 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
3 as a direct consequence of the performance of their job duties without providing reimbursement, in
4 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
5 Aggrieved Employees were improperly required to provide and maintain work tools that are
6 supposed to be the responsibility of the employer.

7 97. Based on information and belief, DEFENDANTS shifted the costs of doing business
8 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
9 to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Aggrieved
10 Employees' personal cell phones/mobile devices, internet and/or data usage for work-related
11 purposes, including but not limited to, to receive and respond to work-related messages and/or phone
12 calls.

13 98. For example, based on information and belief, Aggrieved Employees were required
14 to receive and respond to work-related calls and/or messages from supervisors and/or other
15 Aggrieved Employees regarding scheduling and/or other work tasks but were not reimbursed by
16 DEFENDANTS at all and/or in full for these business expenses.

17 99. Based on information and belief, Aggrieved Employees were not reimbursed for the
18 cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform
19 their assigned job duties and/or for the costs of purchasing and/or maintaining work
20 uniforms/clothing/shoes and/or protective gear (e.g., gloves, work shoes, and/or face masks).

21 100. Based on information and belief, at times, Aggrieved Employees were not
22 reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or
23 cost of fuel when they were required to drive around and/or between job sites, and/or otherwise use
24 their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such,
25 DEFENDANTS failed to compensate Aggrieved Employees at the legally mandated Internal
26 Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

27 101. As explained above, based on information and belief, Aggrieved Employees were
28 not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost

1 of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
2 protective/safety gear.

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

8 103. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
9 for all reasonable expenses associated with carrying out their duties required that Aggrieved
10 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
11 2802.

12 104. **Violation of California Day of Rest Law.** Under California law, every employee in
13 California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" its
14 employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor
15 Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

16 105. Based on information and belief, DEFENDANTS have and continue to have a
17 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
18 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
19 551. Based on information and belief, PLAINTIFF and/or other Aggrieved Employees were
20 suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in
21 violation of California law, including but not limited to Labor Code Section 551.

22 106. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
23 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
24 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
25 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
26 accrued sick leave hours on the correct number of hours worked (as a result of the
27 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
28 times/other required off-the-clock work including but not limited to unpaid meal periods) and by

1 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
2 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
3 compensation into the sick leave pay rate calculation.

4 107. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
5 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
6 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
7 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
8 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
9 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
10 used sick leave and the balance of paid sick leave.

11 108. Based on information and belief, throughout the relevant time period,
12 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
13 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
14 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
15 prior to their respective separations, for as on several occasions thereafter, he or she would have
16 been entitled to use the banked sick leave and earn appropriate compensation.

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

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

26 111. **Failure To Provide Supplemental Paid Sick Leave.** Labor Code § 248.2 provides
27 that all employers with 26 or more employees are required to provide up to 80 hours for covered
28 employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care

1 for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS
2 violated Labor Code § 248.2 by not providing Aggrieved Employees with required 2021 COVID-
3 19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to
4 provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

5 **112. Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,
6 employees shall be provided with suitable seats when the nature of the work reasonably permits the
7 use of seats and when they are not actively engaged in the work duties that would not permit them
8 to be seated.

9 **113.** All applicable IWC Wage Orders, Section 14(A-B) provides:

10 (A) All working employees shall be provided with suitable seats when the nature of the
11 work reasonably permits the use of seats.

12 (B) When employees are not engaged in the active duties of their employment and the
13 nature of the work requires standing, an adequate number of suitable seats shall be placed in
14 reasonable proximity to the work area and employees shall be permitted to use such seats when it
15 does not interfere with the performance of their duties.

16 **114.** Suitable seating is one of the worker protections covered by California's Wage
17 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
18 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
19 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

20 **115.** Based on information and belief, DEFENDANTS failed to provide Aggrieved
21 Employees with suitable seating, and when such employees were not engaged in duties which
22 required them to stand, no seating was placed in reasonable proximity to their workstations.

23 **116.** Moreover, based on information and belief, the nature of the work reasonably
24 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
25 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
26 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
27 of seats would not interfere with the performance of their duties.

28 **117. Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,

1 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
2 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
3 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
4 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
5 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation
6 of California law, including but not limited to, Labor Code section 227.3.

7 **118. Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
8 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
9 were due and owing upon termination or resignation. Based on information and belief,
10 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
11 requirements of Labor Code sections 201-202.

12 **119.** Upon separation of employment, Aggrieved Employees' final paychecks were not
13 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
14 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
15 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
16 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
17 accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate
18 including non-discretionary compensation, including but not limited to, shift differentials).

19 **120.** Based on further information and belief, DEFENDANTS failed to timely provide all
20 owed wages immediately upon discharge of employment. Based on information and belief, at times,
21 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
22 Aggrieved Employees would not be called in for work for longer than a single pay period due to
23 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
24 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
25 the end of such periods of employment, in violation of including but not limited to Labor Code
26 section 201-202.

27 **121. Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
28 employee who is discharged shall be paid at the place of discharge, and every employee who quits

1 shall be paid at the office or agency of the employer in the county where the employee has been
2 performing labor. All payments shall be made in the manner provided by law.

3 122. Based on information and belief, DEFENDANTS have a policy and practice of
4 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
5 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
6 office or agency of DEFENDANTS in the county where the work was performed, in violation of
7 Labor Code Section 208.

8 123. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

9 Unlawful Agreements/ Unlawful Financial and Criminal Background Checks.

10 124. Based on information and belief, DEFENDANTS required Aggrieved Employees to
11 agree in writing to unlawful conditions of employment including, but not limited to, unlawful non-
12 solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements,
13 unlawful releases and/or waivers, unlawful forum selection clauses and/or choice of law
14 provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining
15 and/or continuing employment in violation of Labor Code section 432.5.

16 125. Based on information and belief, DEFENDANTS ordered unlawful financial credit
17 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved
18 Employees to provide ongoing written consent to the unlawful credit checks as a condition of
19 employment, in violation of California and Federal law, which results in a further violation of Labor
20 Code section 432.5.

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

1 the application phase.

2 127. Based on information and belief, DEFENDANTS required Aggrieved Employees to
3 agree in writing to a background check which failed to abide by the requirements set forth in CA
4 Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by
5 failing to provide a clear and conspicuous disclosure and/or failing to provide any disclosure at all,
6 failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for
7 the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA,
8 failing to provide a way by which the individual could request a copy of the report, failing to disclose
9 the name, address, and telephone number of the third party preparing the report, and failing to
10 properly obtain authorization or consent to such a background check, and thus was an unlawful
11 background check.

12 128. By requiring Aggrieved Employees to agree in writing to unlawful criminal and/or
13 financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code
14 section 432.5.

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

20 130. Based on further information and belief, DEFENDANTS knew that requiring
21 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
22 condition of obtaining and/or holding employment was unlawful.

23 131. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
24 condition of employment, DEFENDANTS violated Labor Code section 432.5.

25 Unlawful Inquires into Criminal History

26 132. Labor Code section 432.7 prohibits an employer from asking applicants about past
27 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
28 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in

1 convictions on its employment application, in violation of California law.

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

7 Unlawful PAGA Waiver

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

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

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

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

27 138. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
28 engaged in these same herein described unlawful practices, which led to violations of the California

1 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
2 unlawful practices to all of its employees that it applied to PLAINTIFF.

3
4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
6 **2698, *ET SEQ.***
7 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
8 **Defendants)**

9 139. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

10 **Failure to Keep Accurate Records**

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

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

20 142. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
21 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
22 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
23 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
24 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
25 period during which the referenced statutes and Wage Order provisions were violated.²

26 **Meal Period Violations**

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

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

6 144. Employers must also provide employees with a second duty-free, uninterrupted thirty
7 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
8 be provided before the end of the 10th hour of work. *Ibid.*

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

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

24 147. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
25 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
26 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
27 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
28 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal

1 periods completely.

2 148. Based on information and belief, DEFENDANTS had and continue to have a policy
3 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
4 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
5 Aggrieved Employees did not receive compliant meal periods.

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

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

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

17 152. These unlawful meal period policies and practices result in violations of Labor Code
18 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
19 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
20 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
21 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

22 **Rest Period Violations**

23 153. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
24 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
25 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
26 "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
27 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
28 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to

1 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
2 1029). The rest period requirement obligates employers to permit and authorize employees to take
3 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
4 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
5 257. If the employer fails to provide any required rest period, the employer must pay the employee
6 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
7 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
8 applicable IWC Wage Order, §12(B).

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

19 155. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
20 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
21 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
22 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
23 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
24 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

25 156. Based on information and belief, DEFENDANTS implemented policies and/or
26 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
27 employer control during rest periods. Based on further information and belief, Aggrieved
28 Employees were pressured to complete their work duties according to a designated schedule such

1 that rest periods were only taken once tasks were completed, and/or as time permitted.

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

4 158. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
5 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
6 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
7 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
8 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
9 the regular rate of compensation for purposes of determining the owed rest period premium.

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

13 **Failure to Provide Suitable Resting Facilities**

14 160. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
15 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
16 shall be provided in an area separate from the toilet rooms and shall be available to employees during
17 work hours.”

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

27 162. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
28 during their hours of work, particularly during meal and/or rest periods.

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

4 **Minimum and Overtime Wage Violations**

5 164. California law provides that employees in California must be paid for all hours
6 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
7 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
8 The minimum wage standard applies to each hour employees worked for which they were not paid.
9 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
10 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
11 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

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

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

25 167. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
26 Aggrieved Employees for all hours worked.

27 168. Based on information and belief, DEFENDANTS had actual or constructive
28 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for

1 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
2 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
3 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
4 Employees.

5 169. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
6 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
7 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
8 violation of California's overtime laws.

9 170. Based on information and belief, DEFENDANTS further violated California's
10 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
11 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
12 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
13 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
14 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
15 other Aggrieved Employees.

16 171. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
17 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
18 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
19 Wage Orders, section 20.

20 **Statutory Wage Violations**

21 172. California Labor Code section 223 makes it unlawful for an employer to secretly pay
22 wages lower than required by statute while purporting to pay legal wages. As described above,
23 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
24 earned minimum and overtime compensation for all hours worked which resulted in the payment of
25 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
26 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
27 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
28 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and

1 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
2 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
3 Labor Code § 2699(f)-(g).

4 **Refusal to Make Payment**

5 173. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
6 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
7 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
8 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
9 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
10 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
11 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
12 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

13 **Standard Conditions of Labor Violations**

14 174. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
15 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
16 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
17 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
18 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
19 minimum/overtime wages and other violations described herein result in separate violations of
20 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
21 1197.1 and 2699.

22 **Business Expense Violations**

23 175. California law requires employers to indemnify their employees for all necessary
24 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
25 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable

26
27 ³ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
2 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
3 incurred by the employee enforcing the rights granted by this section.”

4 176. Among other things, under California law, when employees must use their personal
5 cellphones for work-related purposes, the employer must reimburse them for a reasonable
6 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
7 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
8 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
9 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
10 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
11 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

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

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

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

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

25 181. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
26 full reimbursement for all reasonable expenses associated with carrying out their duties required
27 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
28 expenses in violation of Labor Code section 2802.

1 182. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
2 Employees have suffered injury in that they were not completely reimbursed as mandated by
3 California law.

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

8 **Wage Statement Violations**

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

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

26 186. Moreover, due to violations detailed above, including but not limited to,
27 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
28 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,

1 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
2 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
3 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
4 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
5 compensation earned during the pay period into the regular rate of pay for purposes of calculating
6 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
7 overtime worked by PLAINTIFF and other Aggrieved Employees.

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

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

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

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

25 191. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
26 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
27 Employees over whether they received all wages owed to them.

28 192. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as

1 they could not easily determine whether they received all wages owed to them and whether they
2 were paid for all hours worked.

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

6 194. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
7 Aggrieved Employees with accurate, itemized wage statements.

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

17 196. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
18 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
19 during which the statute provisions were violated. ⁴

20 **Unlawful Deductions**

21 197. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from
22 an employee any part of wages theretofore paid by said employer to said employee." Based on
23 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
24 paychecks during the relevant period including but not limited to, deducting costs of uniforms and/or
25 other business costs and/or deducting wages for purported overpayments from previous pay periods
26 and/or unlawfully deducting wages for negligently damaged property.

27 198. For example, DEFENDANTS' wage statements issued to PLAINTIFF for including

28 ⁴ Labor Code § 226.3 (establishing that the civil penalty is "per employee per violation").

1 but not limited to, the following pay dates – 8.15.22 and 12.15.22 – show DEFENDANTS made
2 unlawful deductions from PLAINTIFF’s earned wages for cost of “GFT-Gift Cards” and/or
3 unlawfully deducted wages for purported overpayments from previous pay periods.

4 199. Such a practice is in violation of including but not limited to, Labor Code Sections
5 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

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

12 **Reporting Time Pay Violations**

13 201. Section 5 of all applicable IWC Wage Orders, provides as follows:

14 202. (A) Each workday an employee is required to report for work and does report, but is
15 not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the
16 employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two
17 (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less
18 than the minimum wage. (B) If an employee is required to report for work a second time in any one
19 workday and is furnished less than two (2) hours of work on the second reporting said employee
20 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
21 minimum wage.

22 203. Aggrieved Employees were not paid reporting time wages in accordance with
23 California law, including but not limited to the applicable IWC Wage Order. For example, based on
24 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
25 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
26 in accordance with California law.

27 204. Based on information and belief, DEFENDANTS have a policy and practice of
28 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,

1 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
2 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
3 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

4 **Violation of California Day of Rest Law**

5 205. Under California law, every employee in California is "entitled" to "one day's rest
6 [from labor] in seven"; and, no employer may "cause" its employees "to work more than six days in
7 seven." See Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of
8 the foregoing sections is a misdemeanor.

9 206. Based on information and belief, DEFENDANTS have and continue to have a
10 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
11 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
12 551. Based on information and belief, PLAINTIFF and/or other Aggrieved Employees were
13 suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in
14 violation of California law, including but not limited to Labor Code Section 551.

15 **Seating Violations**

16 207. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
17 provided with suitable seats when the nature of the work reasonably permits the use of seats and
18 when they are not actively engaged in the work duties that would not permit them to be seated.

19 208. All applicable IWC Wage Orders, Section 14(A-B) provides:

20 (A) All working employees shall be provided with suitable seats when the nature of the
21 work reasonably permits the use of seats.

22 (B) When employees are not engaged in the active duties of their employment and the
23 nature of the work requires standing, an adequate number of suitable seats shall be placed in
24 reasonable proximity to the work area and employees shall be permitted to use such seats when it
25 does not interfere with the performance of their duties.

26 209. Suitable seating is one of the worker protections covered by California's Wage
27 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
28 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker

1 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

2 210. Based on information and belief, DEFENDANTS failed to provide Aggrieved
3 Employees with suitable seating, and when such employees were not engaged in duties which
4 required them to stand, no seating was placed in reasonable proximity to their workstations.

5 211. Moreover, based on information and belief, the nature of the work reasonably
6 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
7 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
8 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
9 of seats would not interfere with the performance of their duties.

10 212. The Aggrieved Employees worked in various positions. The nature of Aggrieved
11 Employees' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide
12 suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section
13 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting
14 DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each violation of each
15 Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, results in a
16 separate civil penalty.

17 **Sick Leave Violations**

18 213. DEFENDANTS violated California's paid sick leave laws including, Labor Code
19 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
20 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
21 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
22 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
23 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
24 compensation into the sick leave pay rate calculation.

25 214. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
26 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
27 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
28 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and

1 Aggrieved Employees' intelligent exercise of their paid sick leave.

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

6 216. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
7 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
8 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
9 were entitled to the maximum number of hours accruable.

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

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

16 219. On information and belief, PLAINTIFF alleges that all of these practices were
17 experienced and continue to be experienced by other Aggrieved Employees.

18 220. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
19 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
20 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

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

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

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

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

8 223. Based on information and belief, DEFENDANTS had and continue to have a
9 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
10 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
11 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
12 discretionary compensation, including but not limited to, shift differentials) to Aggrieved
13 Employees upon separation of employment, in violation of California law, including but not limited
14 to, Labor Code section 227.3.

15 **Untimely Payment of Final Wages**

16 224. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
17 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
18 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
19 employee not having a written contract for a definite period quits his or her employment, his or her
20 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
21 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
22 to his or her wages at the time of quitting."

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

1 226. Based on information and belief, DEFENDANTS failed and continue to fail to timely
2 pay final wages to Aggrieved Employees upon separation of employment in violation of Labor Code
3 section 201-202. Moreover, final paychecks once provided to Aggrieved Employees did not include
4 all wages owed as they are devoid of, including but not limited to, all owed minimum wages,
5 overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages
6 at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid
7 at the final rate including non-discretionary compensation, including but not limited to, shift
8 differentials).

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

17 228. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
18 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
19 256.

20 **Violation of Labor Code Section 208**

21 229. Labor Code Section 208 provides: Every employee who is discharged shall be paid
22 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
23 employer in the county where the employee has been performing labor. All payments shall be made
24 in the manner provided by law.

25 230. Based on information and belief, DEFENDANTS have a policy and practice of
26 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
27 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
28 office or agency of DEFENDANTS in the county where the work was performed, in violation of

1 Labor Code Section 208.

2 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

3 231. *Unlawful Agreements.* Labor Code section 432.5 provides that “no employer...shall
4 require any employee or applicant for employment to agree, in writing, to any term or condition
5 which is known by such employer...to be prohibited by law.” DEFENDANTS required and
6 continue to require PLAINTIFF and Aggrieved Employees to agree in writing to unlawful
7 conditions of employment including but not limited to unlawful non-solicitation/non-compete
8 agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or
9 waivers, unlawful forum selection clauses and/or choice of law provisions/agreements and/or
10 unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment
11 in violation of Labor Code section 432.5.

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

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

28 234. Based on information and belief, DEFENDANTS required Aggrieved Employees to

1 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
2 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

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

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

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

13 Unlawful Inquires into Criminal History

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

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

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

28 Unlawful PAGA Waiver

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

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

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

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

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

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

1 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
2 violations without a civil penalty recoverable under the PAGA, all in the default
3 amounts provided by Labor Code section 2699(f).

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

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

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PRAYER FOR RELIEF

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

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

Dated: September 22, 2023

CROSNER LEGAL, PC

By: 

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BEATRIZ HUITRON