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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

CARLOS A AGUILAR, and JAMAR KEENE,
 on behalf of themselves and others similarly
 situated,

Plaintiff,

vs.

AMCOR RIGID PACKAGING USA, LLC; and
 DOES 1 to 100, inclusive,

Defendants.

Lead Case No.: CU23-03836
 - CU23-04405 (*Keene Class Action*)
 - CU23-05236 (*Aguilar PAGA Action*)

CLASS ACTION

**PLAINTIFFS CARLOS A. AGUILAR
 AND JAMAR KEENE'S SECOND
 AMENDED CONSOLIDATED
 COMPLAINT FOR DAMAGES AND
 RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR
 ALL HOURS WORKED AT
 MINIMUM WAGE IN
 VIOLATION OF LABOR CODE
 SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
 WAGES FOR DAILY
 OVERTIME WORKED IN
 VIOLATION OF LABOR CODE**

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SECTIONS 510 AND 1194

- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
- 5. FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**
- 6. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
- 7. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 8. FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
- 9. FAILURE TO PAY ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
- 10. FAILURE TO PAY REPORTING TIME PAY IN VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1198**
- 11. UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
- 12. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEY**

**GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiffs CARLOS A. AGUILAR and JAMAR KEENE ("Plaintiff" or "Plaintiffs" used interchangeably), who allege and complain against Defendants AMCOR RIGID PACKAGING USA, LLC and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage; failure to pay wages for all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods, pay meal period premium wages, and/or pay meal period premium wages at the regular rate of pay; failure to authorize or permit all legally required and/or compliant rest periods, pay rest period premium wages, and/or pay rest period premium wages at the regular rate of pay; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiffs and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiffs' and putative class members' claims for failure to pay wages for all hours worked at minimum wage; failure to pay wages for all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods, pay meal period premium wages, and/or pay meal period premium wages at the regular rate of pay; failure to authorize or permit all legally required and/or compliant rest periods, pay rest period premium wages, and/or pay rest period premium wages at the regular rate of pay; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory

penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; and claims for injunctive relief and restitution under California Business and Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate throughout California; Defendants employed Plaintiffs and putative class members in locations throughout California, including but not limited to Solano County, at 2425 S. Watney Way, Fairfield, California, 94533. more than two-thirds of putative class members are California citizens; the principal violations of California law occurred in California; no other class actions have been filed against Defendants in the last four (4) years alleging wage and hour violations; the conduct of Defendants forms a significant basis for Plaintiffs' and putative class members' claims; and Plaintiffs and putative class members seek significant relief from Defendants.

III. PARTIES

3. Plaintiffs bring this action on behalf of themselves and other members of the general public similarly situated. The named Plaintiffs and the class of persons on whose behalf this action is filed are current, former, and/or future employees of Defendants as direct employees as well as temporary employees employed through temp agencies who work as hourly non-exempt employees. At all times mentioned herein, the currently named Plaintiffs are and were residents of California and employed by Defendants in the State of California within the four (4) years prior to the filing of this Complaint.

4. Defendants employed Plaintiff Carlos Aguilar as an hourly non-exempt employee from in or around August 2013, until on or about February 24, 2023. Defendants employed Plaintiff Jamar Keene as an hourly non-exempt employee from in or around October 20, 2020, until on or about October 19, 2022.

5. Plaintiffs are informed and believe and thereon allege that Defendants employed them and other hourly non-exempt employees throughout the State of California and therefore their conduct forms a significant basis of the claims asserted in this matter.

6. Plaintiffs are informed and believe and thereon alleges that Defendant AMCOR RIGID PACKAGING USA, LLC is authorized to do business within the State of California and is

1 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
2 relevant hereto were persons acting on behalf of Defendant AMCOR RIGID PACKAGING USA,
3 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
4 or policies. Defendant AMCOR RIGID PACKAGING USA, LLC operates in Solano County and
5 employed Plaintiff and putative class members in Solano County, including but not limited to, at
6 2425 S. Watney Way, Fairfield, California 94533.

7 7. Plaintiffs are informed and believes and thereon allege that Defendant DOES 51-
8 100 are individuals unknown to Plaintiffs. Each of the individual Defendant is sued individually in
9 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
10 contractor and/or employee of each Defendant and participated in the establishment of, or
11 ratification of, the aforementioned illegal wage and hour practices or policies.

12 8. Plaintiffs are unaware of the true names of Defendant DOES 1-100. Plaintiffs sue
13 said Defendants by said fictitious names and will amend this Complaint when the true names and
14 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
15 by law or by the Court. Plaintiffs are informed and believes that each of the fictitiously named
16 Defendants is in some manner responsible for the events and allegations set forth in this
17 Complaint.

18 9. Plaintiffs are informed and believes and thereon allege that at all relevant times,
19 each Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
20 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
21 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
22 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
23 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
24 this Complaint. Plaintiffs are further informed and believe and thereon allege that Defendants
25 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
26 times, Defendants knew or should have known about, authorized, ratified, adopted, approved,
27 controlled, aided and abetted the conduct of all other Defendants. As used in this Complaint,
28 "Defendant" means "Defendants and each of them," and refers to the Defendant named in the

particular cause of action in which the word appears and includes Defendants AMCOR RIGID PACKAGING USA, LLC and DOES 1 to 100, inclusive.

10. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant, employee, and/or joint venturer of each of the other Defendants and was acting within the course and scope of said conspiracy, agency, employment, and/or joint venture and with the permission and consent of each of the other Defendants.

11. Plaintiffs make the allegations in this Complaint without any admission that, as to any particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and Plaintiffs reserve all of Plaintiffs' rights to plead in the alternative.

IV. DESCRIPTION OF ILLEGAL PAY PRACTICES

12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order ("Wage Order"), codified at California Code of Regulations, title 8, section 11040, Defendants are employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections. Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and the Labor Code.

13. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

14. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

15. Plaintiffs and similarly situated hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiffs and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

1 (a) "Rounding down" or "shaving down" Plaintiffs' and similarly situated employees'
2 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs
3 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

4 (b) Requiring Plaintiffs and similarly situated employees who were employed as
5 supervisors, leads, and maintenance mechanics to always keep employer-issued walkie talkies on
6 them during shift, including while off-the-clock during meal breaks.

7 (c) Requiring Plaintiffs and similarly situated employees to work "off-the-clock," i.e.,
8 work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal
9 break.

10 16. Plaintiffs and similarly situated employees were not paid for this time resulting in
11 Defendants' failure to pay minimum wage for all the hours Plaintiffs and similarly situated
12 employees worked.

13 17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
14 employees to be subject to Defendants' control without paying wages for that time. This resulted
15 in Plaintiffs and similarly situated employees working time for which they were not compensated
16 any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 4.

17 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
18 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under the control of the employer and all time the
21 employee is suffered or permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 19. Labor Code sections 510 and 1194 and Wage Order 5 require an employer to
24 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
25 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
26 in a workweek:

27 Any work in excess of eight hours in one workday and any work in excess of 40
28 hours in any one workweek and the first eight hours worked on the seventh day of
work in any one workweek shall be compensated at the rate of no less than one and
one-half times the regular rate of pay for an employee. Any work in excess of 12

hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510; Wage Order 4, §3.

20. Defendants failed to pay Plaintiffs and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

(a) "Rounding down" or "shaving down" Plaintiffs' and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Requiring Plaintiffs and similarly situated employees who were employed as supervisors, leads, and maintenance mechanics to always keep employer-issued walkie talkies on them during shift, including while off-the-clock during meal breaks.

(c) Requiring Plaintiffs and similarly situated employees to work "off-the-clock," i.e., work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal break.

21. Plaintiffs and similarly situated employees were not paid for this time.

22. To the extent the employees had already worked 8 hours in the day and on workweeks they had already worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time which should have been paid at the legal overtime rate but was not paid any wages in violation of Labor Code sections 510, 1194, and Wage Order 4.

23. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

24. In this case, Plaintiffs allege that when they and similarly situated employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of

1 pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include
2 all remuneration including but not limited to shift premium pay and gainshare bonus, for example,
3 when calculating Plaintiffs' and similarly situated employees' regular rate of pay for the purpose
4 of paying overtime.

5 25. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
6 failing to pay Plaintiffs and similarly situated employees at their regular rate of pay for all
7 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

8 26. **Failure to authorize or permit all legally required and compliant meal periods**
9 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
10 exempt employees, including the named Plaintiffs and similarly situated employees, for shifts
11 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

12 27. California law requires an employer to authorize or permit an uninterrupted meal
13 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
14 work and a second meal period no later than the employee's tenth hour of work. Labor Code
15 section 512; Wage Order 4, §11. If the employee is not relieved of all duties during a meal period,
16 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
17 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
18 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
19 meal periods. If the employee is not free to leave the work premises or worksite during the meal
20 period, even if the employee is relieved of all other duty during the meal period, the employee is
21 subject to the employer's control and the meal period is counted as time worked. If an employer
22 fails to provide an employee a meal period in accordance with the law, the employer must pay the
23 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
24 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4,
25 §11.

26 28. Here, Plaintiffs and similarly situated employees worked shifts long enough to
27 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
28 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to

1 Plaintiffs and similarly situated employees of no less than thirty (30) minutes for each five-hour
2 period of work as required by law. Such policies, practices, and/or procedures included, but were
3 not limited to,

4 (a) Rounding down” or “shaving down” Plaintiffs’ and similarly situated employees’
5 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs
6 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants

7 (b) Requiring Plaintiffs and similarly situated employees employed as supervisors,
8 leads, and maintenance mechanics to keep employer-issued walkie talkies on them at all times
9 during shift, including while off-the-clock during meal breaks.

10 (c) Requiring Plaintiffs and similarly situated employees to work “off-the-clock,” i.e.,
11 work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal
12 break.

13 29. Additionally, Defendants failed to pay Plaintiffs and similarly situated employees
14 a meal period premium wage of one (1) additional hour of pay at their regular rate of
15 compensation for each workday the employees did not receive all legally required and compliant
16 meal periods. Defendants employed policies and procedures which ensured that employees did not
17 receive any meal period premium wages to compensate them for workdays in which they did not
18 receive all legally required and compliant meal periods.

19 30. Finally, on occasions when Defendants paid Plaintiffs and similarly situated
20 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
21 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiffs’ and similarly
22 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
23 practice, and/or procedure of failing to include all remuneration including but not limited to shift
24 premium pay and gainshare bonus, for example, when calculating Plaintiffs’ and similarly situated
25 employees’ regular rate of pay for the purpose of paying meal period premium wages.

26 31. The aforementioned policies, practices, and/or procedures of Defendants resulted in
27 Plaintiffs and similarly situated employees not being provided with all legally required and
28 compliant meal periods and/or not receiving premium wages to compensate them for such

1 instances, all in violation of California law.

2 **32. Failure to authorize and permit all legally required and compliant rest periods**
3 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt
4 employees, including the named Plaintiffs and similarly situated employees, for shifts of least
5 three-and-a-half (3.5) hours.

6 **33.** California law requires every employer to authorize and permit an employee a rest
7 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
8 Code section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest
9 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
10 compensation for each workday the employer did not authorize or permit a legally required rest
11 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
12 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
13 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
14 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4,
15 §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order
16 4, §12. Additionally, the rest period requirement "obligates employers to permit – and authorizes
17 employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5
18 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
19 relinquish control over how employees spend their time. *Id.*

20 **34.** In this case, Plaintiffs and similarly situated employees regularly worked shifts of
21 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
22 and/or procedures that resulted in their failure to authorize or permit all legally required and
23 compliant rest periods to Plaintiffs and similarly situated employees. Such policies, practices,
24 and/or procedures included, but were not limited to,

25 (a) Requiring Plaintiffs and similarly situated employees employed as supervisors,
26 leads, and maintenance mechanics to keep employer-issued walkie talkies on them at all times
27 during shift, including while during rest breaks.

28 **35.** Additionally, Defendants failed to pay Plaintiffs and similarly situated employees a

1 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation
2 for each workday the employees did not receive all legally required and compliant rest periods.
3 Defendants employed policies and procedures which ensured that employees did not receive any
4 rest period premium wages to compensate them for workdays in which they did not receive all
5 legally required and compliant rest periods.

6 36. Finally, on occasions when Defendants did pay Plaintiffs and similarly situated
7 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest
8 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiffs’ and similarly
9 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
10 practice, and/or procedure of failing to include all remuneration such as including but not limited
11 to shift premium pay and gainshare bonus, for example, when calculating Plaintiffs’ and similarly
12 situated employees’ regular rate of pay for the purpose of paying rest period premiums.

13 37. The aforementioned policies, practices, and/or procedures of Defendants resulted in
14 Plaintiffs and similarly situated employees not being provided with all legally required and
15 compliant rest periods and/or not receiving premium wages to compensate them for such
16 instances, all in violation of California law.

17 38. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
18 Defendants had a policy and/or procedure where Plaintiffs and similarly situated employees
19 accrued paid sick time.

20 39. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
21 who...works in California for the same employer for 30 or more days within a year from the
22 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
23 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
24 beginning at the commencement of employment. Labor Code section 246(b).

25 40. Here, Plaintiffs and similarly situated employees were employed by Defendants for
26 30 or more days and were entitled to paid sick days. Also, Plaintiffs and similarly situated
27 employees began accruing paid sick days since the beginning of each of their respective
28 employment with Defendants.

1 41. Labor Code section 246, subdivision (l), provides that an employer shall calculate
2 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
3 workweek in which the employee elected to use paid sick time. “The regular rate at which an
4 employee is employed shall be deemed to include all remuneration for employment paid to, or on
5 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
6 and Interpretations Manual, Section 49.1.2.

7 42. In this case, Plaintiffs allege that when they and similarly situated employees
8 elected to use paid sick time, Defendants failed to pay them sick time wages at the proper sick
9 time rate of pay due to Defendants’ failure to include all remuneration when calculating the sick
10 time rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of
11 failing to include all remuneration such as, including but not limited to shift premium pay and
12 gainshare bonus, for example, when calculating Plaintiffs’ and similarly situated employees’
13 regular rate of pay for the purpose of calculating and paying sick time.

14 43. **Failure to provide accurate wage statements:** Labor Code section 226(a)
15 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish
16 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
17 (2) total hours worked by the employee, except for any employee whose compensation is solely
18 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
19 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
20 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided, that all deductions made on written orders of the employee may be
22 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
23 for which the employee is paid, (7) the name of the employee and his or her social security
24 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee.”

27 44. As a derivative of Plaintiffs’ claims above, Plaintiffs allege that Defendants failed
28 to provide accurate wage and hour statements to him and other similarly situated employees who

1 were subject to Defendants' control for uncompensated time and who did not receive all their
2 earned wages (including minimum wages, overtime wages the proper rate, meal period premium
3 wages and/or meal period premium wages at the proper rate, and/or rest period premium wages
4 and/or rest period premium wages at the proper rate), in violation of Labor Code section 226.

5 45. **Failure to timely pay final wages:** An employer is required to pay all unpaid
6 wages timely after an employee's employment ends. The wages are due immediately upon
7 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

8 46. As a result of the aforementioned violations of the Labor Code, Plaintiffs allege
9 that they, and on information and belief, other similarly situated employees, were not paid their
10 final wages in a timely manner as required by Labor Code section 203. Minimum wages for all
11 hours worked, meal period premium wages and/or meal period premium wages at the proper rate
12 of pay, and/or rest period premium wages and/or rest period premium wages at the proper rate of
13 pay (all described above), were not paid at the time of Plaintiff's and other similarly situated
14 employees' separation of employment, whether voluntarily or involuntarily, as required by Labor
15 Code sections 201, 202, and 203.

16 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

17 47. Plaintiffs bring this action on behalf of themselves, on behalf of others similarly
18 situated, and on behalf of the general public, and as members of a Class defined as follows:

19 A. **Minimum Wage Class:** All current and former hourly non-exempt
20 employees employed by Defendants as direct employees as well as temporary employees
21 employed through temp agencies in California at any time from December 30, 2020, to January 2,
22 2025, who were not paid at least minimum wage for all time they were subject to Defendants'
23 control.

24 B. **Overtime Class:** All current and former hourly non-exempt employees
25 employed by Defendants as direct employees as well as temporary employees employed through
26 temp agencies in California at any time from December 30, 2020, to January 2, 2025, who
27 worked more than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7)
28 days in a workweek, to whom Defendants did not pay overtime wages.

1 C. **Regular Rate Class:** All current and former hourly non-exempt employees
2 employed by Defendants as direct employees as well as temporary employees employed through
3 temp agencies in California at any time from December 30, 2020, to January 2, 2025, who worked
4 more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven
5 (7) days in a workweek, who received additional remuneration during pay periods in which they
6 were paid overtime wages, and whose compensation did not include such additional remuneration
7 when Defendants calculated those employees' overtimes wages.

8 D. **Meal Period Class:** All current and former hourly non-exempt employees
9 employed by Defendants as direct employees as well as temporary employees employed through
10 temp agencies in California at any time from December 30, 2020, to January 2, 2025, who worked
11 shifts more than five (5) hours yet Defendants failed to authorize or permit all required duty-free
12 meal periods of not less than thirty (30) minutes.

13 E. **Meal Period Premium Wages Class:** All current and former hourly non-
14 exempt employees employed by Defendants as direct employees as well as temporary employees
15 employed through temp agencies in California at any time from December 30, 2020, to January 2,
16 2025, who received additional remuneration during pay periods in which they were paid meal
17 period premium wages and whose regular rate of pay did not include such additional remuneration
18 when Defendants calculated those employees' meal period premium wages.

19 F. **Rest Period Class:** All current and former hourly non-exempt employees
20 employed by Defendants as direct employees as well as temporary employees employed through
21 temp agencies in California at any time from December 30, 2020, to January 2, 2025, who worked
22 shifts of at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods
23 of a net ten (10) minutes for every four (4) hours worked or major fraction thereof.

24 G. **Rest Period Premium Wages Class:** All current and former hourly non-
25 exempt employees employed by Defendants as direct employees as well as temporary employees
26 employed through temp agencies in California at any time from December 30, 2020, to January 2,
27 2025, who received additional remuneration during pay periods in which they were paid rest
28 period premium wages and whose regular rate of pay did not include such additional remuneration

1 when Defendants calculated those employees' rest period premium wages.

2 **H. Sick Time Pay Class:** All current and former hourly non-exempt
3 employees employed by Defendants in California at any time from December 30, 2020, to January
4 2, 2025, who received additional remuneration during pay periods in which they accrued sick pay
5 and whose regular rate of pay did not include such additional remuneration when Defendants
6 calculated those employees' sick pay wages.

7 **I. Wage Statement Class:** All current and former hourly non-exempt
8 employees employed by Defendants as direct employees as well as temporary employees
9 employed through temp agencies in California at any time from December 30, 2020, to January 2,
10 2025, who received inaccurate or incomplete wage and hour statements.

11 **J. Waiting Time Class:** All current and former hourly non-exempt employees
12 employed by Defendants as direct employees as well as temporary employees employed through
13 temp agencies in California at any time from December 30, 2020, to January 2, 2025, who did not
14 receive payment of all unpaid wages upon separation of employment within the statutory time
15 period.

16 **K. Indemnification Class:** All current and former hourly non-exempt
17 employees employed by Defendants as direct employees as well as temporary employees
18 employed through temp agencies in California at any time from December 30, 2020, to January 2,
19 2025, who did not receive indemnification to reimburse them for the necessary expenditures
20 incurred in the discharge of their duties.

21 **L. Vacation/PTO Class:** All current and former hourly non-exempt
22 employees employed by Defendants in California at any time from December 30, 2020, to January
23 2, 2025, who were not paid all accrued and vested vacation/PTO wages upon separation of
24 employment.

25 **M. California Class:** All aforementioned classes are herein collectively
26 referred to as the "California Class."

27 48. There is a well-defined community of interest in the litigation and the classes are
28 ascertainable:

1 A. **Numerosity:** While the exact number of class members in each class is
2 unknown to Plaintiffs at this time, the Plaintiff classes are so numerous that the individual joinder
3 of all members is impractical under the circumstances of this case.

4 B. **Common Questions Predominate:** Common questions of law and fact
5 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
6 individual members of each class. The common questions of law and fact include, but are not
7 limited to:

8 i. Whether Defendants violated Labor Code sections 1194 and 1197
9 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
10 Members were subject to Defendants' control;

11 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
12 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
13 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
14 a workweek;

15 iii. Whether Defendants violated Labor Code sections 510 and 1194 by
16 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
17 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
18 in a workweek;

19 iv. Whether Defendants violated Labor Code sections 512 and 226.7, as
20 well as the applicable Wage Order, by employing the Meal Period Class Members without
21 providing all compliant and/or required meal periods and/or paying meal period premium wages;

22 v. Whether Defendants violated Labor Code sections 512 and 226.7, as
23 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class
24 Members without paying meal period premium wages at the proper rate;

25 vi. Whether Defendants violated Labor Code section 226.7 by
26 employing the Rest Period Class Members without providing all compliant and/or required rest
27 periods and/or paying rest period premium wages;

28 vii. Whether Defendants violated Labor Code section 226.7, as well as

1 the applicable Wage Order, by employing the Rest Period Premium Wages Class Members
2 without paying rest period premium wages at the proper rate;

3 viii. Sick Time Pay Class: All current and former hourly non-exempt
4 employees employed by Defendants in California at any time from February 1, 2021, through the
5 date notice is mailed to a certified class who received additional remuneration during pay periods
6 in which they accrued sick pay and whose regular rate of pay did not include such additional
7 remuneration when Defendants calculated those employees' sick pay wages

8 ix. Whether Defendants failed to provide the Wage Statement Class
9 Members with accurate itemized statements at the time they received their itemized statements;

10 x. Whether Defendants failed to provide the Waiting Time Class
11 Members with all of their earned wages upon separation of employment within the statutory time
12 period;

13 xi. Whether Defendants committed unlawful business acts or practice
14 within the meaning of Business and Professions Code sections 17200, *et seq.*;

15 xii. Whether Class Members are entitled to unpaid wages, penalties, and
16 other relief pursuant to their claims;

17 xiii. Whether, as a consequence of Defendants' unlawful conduct, the
18 Class Members are entitled to restitution, and/or equitable relief; and

19 xiv. Whether Defendants' affirmative defenses, if any, raise any common
20 issues of law or fact as to Plaintiffs and as to Class Members as a whole.

21 C. **Typicality:** Plaintiffs' claims are typical of the claims of the class members
22 in each of the classes. Plaintiffs and members of the Minimum Wage Class sustained damages
23 arising out of Defendants' failure to pay wages at least at minimum wage for all time the
24 employees were subject to Defendants' control. Plaintiffs and members of the Overtime Wage
25 Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime
26 hours worked. Plaintiffs and members of the Regular Rate Class sustained damages arising out of
27 Defendants' failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiffs
28 and members of the Meal Period Class sustained damages arising out of Defendants' failure to

1 provide non-exempt employees with all required meal periods and/or meal periods that were duty-
2 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
3 compensation. Plaintiffs and members of the Meal Period Premium Wages Class sustained
4 damages arising out of Defendants' failure to pay meal period premium wages at the proper rate.
5 Plaintiffs and members of the Rest Period Class sustained damages arising out of Defendants'
6 failure to provide non-exempt employees with all required rest periods and/or rest periods that
7 were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as
8 compensation. Plaintiffs and members of the Rest Period Premium Wages Class sustained
9 damages arising out of Defendants' failure to pay rest period premium wages at the proper rate.
10 Plaintiffs and members of the Sick Pay Class sustained damages arising out of Defendants' failure
11 to pay accrued paid sick time at the regular rate of pay. Plaintiffs and members of the Wage
12 Statement Class sustained damages arising out of Defendants' failure to furnish them with
13 accurate itemized wage statements in compliance with Labor Code section 226. Plaintiffs and
14 members of the Waiting Time Class sustained damages arising out of Defendants' failure to
15 provide all unpaid yet earned wages due upon separation of employment within the statutory time
16 limit.

17 D. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect
18 the interests of the members of each class. Plaintiffs have no interest that are adverse to the
19 interests of the other class members.

20 E. **Superiority:** A class action is superior to other available means for the fair
21 and efficient adjudication of this controversy. Because individual joinder of all members of each
22 class is impractical, class action treatment will permit a large number of similarly situated persons
23 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
24 unnecessary duplication of effort and expense that numerous individual actions would engender.
25 The expenses and burdens of individual litigation would make it difficult or impossible for
26 individual members of each class to redress the wrongs done to them, while important public
27 interests will be served by addressing the matter as a class action. The cost to and burden on the
28 court system of adjudication of individualized litigation would be substantial, and substantially

more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM

WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197

(Against All Defendants by Plaintiffs and the Minimum Wage Class)

49. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

50. At all times relevant to this Complaint, Plaintiffs and the Minimum Wage Class were hourly non-exempt employees of Defendants.

51. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiffs and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

52. Defendants' policies, practices, and/or procedures required Plaintiffs and the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

53. Defendants employed policies, practices, and/or procedures including, but not limited to,

(a) “Rounding down” or “shaving down” Plaintiffs’ and the Minimum Wage Class total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Requiring Plaintiffs and the Minimum Wage Class who were employed as

1 supervisors, leads, and maintenance mechanics to always keep employer-issued walkie talkies on
2 them during shift, including while off-the-clock during meal breaks.

3 (c) Requiring Plaintiffs and similarly situated employees to work “off-the-clock,” i.e.,
4 work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal
5 break.

6 54. Plaintiffs and the Minimum Wage Class were not paid for this time resulting in
7 Defendants’ failure to pay minimum wage for all the hours Plaintiffs and the Minimum Wage
8 Class worked.

9 55. As a result of Defendants’ unlawful conduct, Plaintiffs and the Minimum Wage
10 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
11 wages at a minimum wage rate for all hours worked.

12 56. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs and the Minimum
13 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in
14 the amount of their unpaid minimum wage, and attorneys’ fees and costs.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

17 **SECTIONS 510 and 1194**

18 **(Against All Defendants by Plaintiffs, the Overtime Class, and the Regular Rate Class)**

19 57. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

20 58. At times relevant to this Complaint, Plaintiffs, the Overtime Class, and the Regular
21 Rate Class were hourly non-exempt employees of Defendants, covered by Labor Code sections
22 510 and 1194 and the Wage Order 4.

23 59. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4, hourly non-
24 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of
25 eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
26 workweek.

27 60. Labor Code section 510, subdivision (a), states in relevant part:

28 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
one workday and any work in excess of 40 hours in any one workweek and the first

eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

61. Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

62. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiffs and the Overtime Class for their daily overtime hours worked.

63. Specifically, Defendants' employed policies, practices, and/or procedures including, but not limited to,

(a) "Rounding down" or "shaving down" Plaintiffs' and Overtime Class total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Requiring Plaintiffs and Overtime Class who were employed as supervisors, leads, and maintenance mechanics to always keep employer-issued walkie talkies on them during shift, including while off-the-clock during meal breaks.

(c) Requiring Plaintiffs and similarly situated employees to work "off-the-clock," *i.e.*, work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal break.

64. Plaintiffs and the Overtime Class were not paid for this time.

65. To the extent that the foregoing unpaid time resulted from Plaintiffs and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek,

1 Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

2 66. Overtime is based upon an employee's regular rate of pay. "The regular rate at
3 which an employee is employed shall be deemed to include all remuneration for employment paid
4 to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
5 Policies and Interpretations Manual, Section 49.1.2.

6 67. In this case, when Plaintiffs and Regular Rate Class Members earned overtime
7 wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to
8 Defendants' failure to include all remuneration when calculating the overtime rate of pay.
9 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
10 remuneration including but not limited to shift premium pay and gainshare bonus, for example,
11 when calculating Plaintiffs' and Regular Rate Class Members' regular rate of pay for the purpose
12 of paying overtime.

13 68. As a result of Defendants' unlawful conduct, Plaintiffs, the Overtime Class, and the
14 Regular Rate Class have suffered damages in an amount subject to proof, to the extent that they
15 were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

16 69. Pursuant to Labor Code section 1194, Plaintiff, the Overtime Class, and the
17 Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages,
18 prejudgment interest, and attorneys' fees and costs.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**

21 **CODE SECTIONS 512 AND 226.7**

22 **(Against All Defendants by Plaintiffs, the Meal Period Class, and the Meal Period Premium**
23 **Wages Class)**

24 70. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

25 71. At all times relevant to this Complaint, Plaintiffs, the Meal Period Class, and the
26 Meal Period Premium Wages Class were hourly non-exempt employees of Defendants, covered
27 by Labor Code sections 512 and 226.7 and the Wage Order.

28 72. California law requires an employer to authorize or permit an employee an

uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

73. In this case, Plaintiffs and the Meal Period Class worked shifts long enough to entitle them to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiffs and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as required by law. Such policies, practices, and/or procedures included, but were not limited to,

(a) Rounding down" or "shaving down" Plaintiffs' and Meal Period Class total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants

(b) Requiring Plaintiffs and Meal Period Class employed as supervisors, leads, and maintenance mechanics to keep employer-issued walkie talkies on them at all times during shift, including while off-the-clock during meal breaks.

(c) Requiring Plaintiffs and similarly situated employees to work "off-the-clock," i.e., work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal break.

74. Additionally, Defendants failed to pay Plaintiffs and the Meal Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required

1 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
2 Plaintiffs and the Meal Period Class with premium wages when they did not receive all legally
3 required and legally compliant meal periods.

4 75. Finally, on occasions when Defendants paid Plaintiffs and the Meal Period
5 Premium Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or
6 interrupted meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiffs’
7 and the Meal Period Premium Wages Class’ regular rate of compensation. Specifically,
8 Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration
9 including but not limited to shift premium pay and gainshare bonus, for example, when calculating
10 Plaintiffs’ and the Meal Period Premium Wages Class’ regular rate of pay for the purpose of
11 paying meal period premiums.

12 76. Defendants’ unlawful conduct alleged herein occurred in the course of
13 employment of Plaintiffs, the Meal Period Class, and the Meal Period Premium Wages Class and
14 such conduct has continued through the filing of this Complaint.

15 77. Because Defendants failed to provide employees with meal periods in compliance
16 with the law, Defendants are liable to Plaintiff, the Meal Period Class, and the Meal Period
17 Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for
18 each workday that Defendants did not provide all legally required and legally compliant meal
19 periods, pursuant to Labor Code section 226.7 and the Wage Order.

20 78. Plaintiffs, on behalf of themselves, the Meal Period Class, and the Meal Period
21 Premium Wages Class seeks damages and all other relief allowable, including a meal period
22 premium wage for each workday Defendants failed to provide all legally required and legally
23 compliant meal periods, plus pre-judgment interest.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
26 **OF LABOR CODE SECTION 226.7**

27 **(Against All Defendants by Plaintiffs, the Rest Period Class, and the Rest Period Premium**
28 **Wages Class)**

79. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

80. At all times relevant to this Complaint, Plaintiffs, the Rest Period Class, and the Rest Period Premium Wages Class were employees of Defendants, covered by Labor Code section 226.7 and Wage Order 4.

81. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 4, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.” Wage Order 4, §12; Labor Code section 226.7.

82. In this case, Plaintiffs and the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included, but were not limited to, Defendants’ policy, practice, and/or procedure of;

1. Requiring Plaintiffs and the Rest Period Class employed as supervisors, leads, and maintenance mechanics to keep employer-issued walkie talkies on them at all times during shift, including while during rest breaks.

83. Additionally, Defendants failed to pay Plaintiffs and the Rest Period Class one (1)

1 hour of pay at their regular rate of pay for each workday they did not receive all legally required
2 and legally compliant rest periods. Defendants lacked a policy and procedure for compensating
3 Plaintiffs and the Rest Period Class with premium wages when they did not receive all legally
4 required and legally compliant rest periods.

5 84. Further, on occasions when Defendants did pay Plaintiffs and the Rest Period
6 Premium Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or
7 interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiffs’
8 and the Rest Period Premium Wages Class’ regular rate of compensation. Specifically, Defendants
9 maintained a policy, practice, and/or procedure of failing to include all remuneration including but
10 not limited to shift premium pay and gainshare bonus, for example, when calculating Plaintiffs’
11 and the Rest Period Premium Wages Class’ regular rate of pay for the purpose of paying rest
12 period premiums.

13 85. Defendants’ unlawful conduct alleged herein occurred in the course of employment
14 of Plaintiffs, the Rest Period Class, and the Rest Period Premium Wages Class and such conduct
15 has continued through the filing of this Complaint.

16 86. Because Defendants failed to provide employees with rest periods in compliance
17 with the law, Defendants are liable to Plaintiffs, the Rest Period Class, and the Rest Period
18 Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for
19 each workday that Defendants did not provide all legally required and legally compliant rest
20 periods, pursuant to Labor Code section 226.7 and the Wage Order.

21 87. Plaintiffs, on behalf of themselves, the Rest Period Class, and the Rest Period
22 Premium Wages Class seeks damages and all other relief allowable, including a rest period
23 premium wage for each workday Defendants failed to provide all legally required and legally
24 compliant rest periods, plus pre-judgment interest.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR**
27 **RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**

28 **(Against All Defendants by Plaintiffs and the Sick Pay Class)**

1 88. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

2 89. At all times relevant to this Complaint, Plaintiffs and the Sick Pay Class were employees
3 of Defendants, covered by Labor Code section 246 and Wage Order 9.

4 90. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
5 who...works in California for the same employer for 30 or more days within a year from the
6 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
7 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
8 beginning at the commencement of employment. Labor Code section 246(b).

9 91. Here, Plaintiffs and the Sick Pay Class were employed by Defendants for 30 or more days
10 and were entitled to paid sick days. Also, Plaintiffs and the Sick Pay Class began accruing paid
11 sick days since the beginning of each of their respective employment with Defendants.

12 92. Labor Code section 246, subdivision (l), provides that an employer shall calculate the paid
13 sick time for non-exempt employees in the same manner as the regular rate of pay for the
14 workweek in which the employee elected to use paid sick time. “The regular rate at which an
15 employee is employed shall be deemed to include all remuneration for employment paid to, or on
16 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
17 and Interpretations Manual, Section 49.1.2.

18 93. In this case, Plaintiffs allege that when they and the Sick Pay Class elected to use paid sick
19 time, Defendants failed to pay them sick time wages at the proper sick time rate of pay due to
20 Defendants’ failure to include all remuneration when calculating the sick time rate of pay.
21 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
22 remuneration such as “shift premium pay and gainshare bonus” for example, when calculating
23 Plaintiffs’ and the Sick Pay Class’s regular rate of pay for the purpose of calculating and paying
24 sick time.

25 94. Defendants’ unlawful conduct alleged herein occurred in the course of employment of
26 Plaintiffs and the Sick Pay Class, and such conduct has continued through the filing of this
27 Complaint.

28 95. Because Defendants failed to provide employees with wages for sick time in compliance

1 with the law, Defendants are liable to Plaintiffs and the Sick Pay Class for payment at the regular
2 rate of compensation for each sick time period that Defendants did not provide sick pay, pursuant
3 to Labor Code section 246.

4 96. Plaintiffs, on behalf of herself, and the Sick Pay Class, seek damages and all other relief
5 allowable for each sick time period taken where Defendants failed to pay wages for, plus pre-
6 judgment interest.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
9 **VIOLATION OF LABOR CODE SECTION 226**

10 **(Against All Defendants by Plaintiffs and the Wage Statement Class)**

11 97. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

12 98. At all times relevant to this Complaint, Plaintiffs and the Wage Statement Class were
13 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

14 99. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage Statement
15 Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
16 wage statement accurately stating the following:

17 (1) gross wages earned, (2) total hours worked by the employee, except for any
18 employee whose compensation is solely based on a salary and who is exempt from
19 payment of overtime under subdivision (a) of Section 515 or any applicable order of
20 the Industrial Welfare Commission, (3) the number of piece-rate units earned and
21 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
22 deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
24 dates of the period for which the employee is paid, (7) the name of the employee
25 and his or her social security number, except that by January 1, 2008, only the last
26 four digits of his or her social security number or an employee identification number
27 other than a social security number may be shown on the itemized statement, (8) the
28 name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

100. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed
to provide accurate wage and hour statements to him and the Wage Statement Class who were
subject to Defendants' control for uncompensated time and who did not receive all their earned
wages (including minimum wages, overtime wages the proper rate, meal period premium wages
and/or meal period premium wages at the proper rate, and/or rest period premium wages and/or

rest period premium wages at the proper rate), in violation of Labor Code section 226.

101. Defendants provided Plaintiffs and the Wage Statement Class with itemized statements which stated inaccurate information including, but not limited to, the number of hours worked, the gross wages earned, and the net wages earned.

102. Defendants' failure to provide Plaintiffs and the Wage Statement Class with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiffs and the Wage Statement Class with accurate wage statements but intentionally provided wage statements they knew were not accurate. Defendants knowingly and intentionally put in place practices which deprived employees of wages and resulted in Defendants knowingly and intentionally providing inaccurate wage statements. These practices included Defendants' failure to include all hours worked and all wages due.

103. As a result of Defendants' unlawful conduct, Plaintiffs and the Wage Statement Class have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and expense in attempting to reconstruct time and pay records. Defendants' conduct led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies. As a result, Plaintiffs and the Wage Statement Class are required to participate in this lawsuit and create more difficulty and expense for Plaintiffs and the Wage Statement Class from having to reconstruct time and pay records than if Defendants had complied with their legal obligations.

104. Pursuant to Labor Code section 226(e), Plaintiffs and the Wage Statement Class are entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226 violation occurred and one hundred dollars per employee per violation for each subsequent pay period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

105. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code section 226(a). Injunctive relief is warranted because Defendants continue to provide currently

1 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
2 Code section 226(a) and currently employed Wage Statement Class members have no adequate
3 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
4 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
5 compliance with Labor Code section 226(a).

6 106. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiffs and the Wage
7 Statement Class are entitled to recover the full amount of penalties due under section 226(e),
8 reasonable attorneys' fees, and costs of suit.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

11 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

12 **(Against All Defendants by Plaintiffs and the Waiting Time Class)**

13 107. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

14 108. At all times relevant to this Complaint, Plaintiffs and the Waiting Time Class were
15 employees of Defendants, covered by Labor Code sections 201 and 202.

16 109. An employer is required to pay all unpaid wages timely after an employee's
17 employment ends. The wages are due immediately upon termination or within seventy-two (72)
18 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
19 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
20 resignation. *Id.*

21 110. Defendants failed to pay Plaintiffs and on information and belief, the Waiting Time
22 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
23 either Labor Code section 201 or 202. Plaintiffs are informed and believe and thereon alleges that
24 at all relevant times within the limitations period applicable to this cause of action, Defendants
25 maintained a policy or practice of not paying hourly employees all earned wages timely upon
26 separation of employment.

27 111. Defendants' failure to pay Plaintiffs and the Waiting Time Class with all wages
28 earned prior to separation of employment timely in accordance with Labor Code sections 201 and

202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants' practices include failing to pay at least minimum wage for all time worked, overtime wages for all overtime hours worked, meal period premium wages and/or meal period premium wages at the proper rate of pay, and/or rest period premium wages and/or rest period premium wages at the proper rate of pay. When Defendants failed to pay Plaintiffs and the Waiting Time Class all earned wages timely upon separation of employment, they knew what they were doing and intended to do what they did.

112. Pursuant to either Labor Code section 201 or 202, Plaintiffs and the Waiting Time Class are entitled to all wages earned prior to separation of employment that Defendants have yet to pay them.

113. Pursuant to Labor Code section 203, Plaintiffs and the Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due until paid, up to a maximum of thirty (30) days.

114. As a result of Defendants' conduct, Plaintiffs and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation of employment.

115. As a result of Defendants' conduct, Plaintiffs and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

116. Plaintiffs and the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

EIGHTH CAUSE OF ACTION

FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802 (Against All Defendants by Plaintiff and the Indemnification Class)

117. Plaintiff incorporates by reference and re-alleges each and every allegation

1 contained in this pleading as though fully set forth herein.

2 118. Plaintiff and members of the Indemnification Class have been employed by
3 Defendants in the State of California. Labor Code section 2802(a) states that “[a]n employer shall
4 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
5 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer...” An employer is prohibited from passing the ordinary business
7 expenses and losses of the employer onto the employee. (Labor Code section 2802).

8 119. Defendants violated Labor Code section 2802 by employing policies, practices,
9 and/or procedures of impermissibly passing business-related expenses to Plaintiff and
10 Indemnification Class Members. These policies, practices, and/or procedures included, but were
11 not limited to, requiring Plaintiff and Indemnification Class Members to use or purchase their own
12 tools and/or resources in order to work for Defendants.

13 120. The costs incurred by Plaintiff and Indemnification Class Members to use or
14 purchase their own tools and/or resources for their mandatory compliance with Defendants’
15 aforementioned policies, practices, and/or procedures were significant as a result of their
16 employment with Defendants.

17 121. Moreover, Defendants employed policies and procedures which ensured that
18 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
19 expenditures or losses incurred by them in direct consequence of discharging their duties.
20 Defendants’ aforementioned policies, practices, and/or procedures resulted in Plaintiff and
21 Indemnification Class Members not receiving indemnification for employment-related
22 expenditures in compliance with California law.

23 122. Because Defendants failed to indemnify employees for the necessary expenditures
24 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
25 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
26 section 2802.

27 123. As a direct and proximate result of Defendants' violation of Labor Code section
28 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary

1 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and
2 on behalf of the Indemnification Class, seeks damages and all other relief allowable including
3 indemnification for all employment-related expenses as well as ordinary business expenses
4 incurred by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to
5 Labor Code section 2802.

6 124. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
7 are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCRUED AND VESTED VACATION/PTO WAGES IN**
10 **VIOLATION OF LABOR CODE § 227.3**

11 **(Against All Defendants and DOE Defendants by Plaintiff and the Vacation/PTO Class)**

12 125. Plaintiff incorporates by reference and re-alleges each and every allegation
13 contained in this pleading as though fully set forth herein.

14 126. At times relevant to this Complaint, Plaintiff and the members of the Vacation
15 Class were non-exempt employees of Defendants covered by California Labor Code § 227.3.

16 127. California Labor Code § 227.3 states in relevant part:

17 Unless otherwise provided by a collective-bargaining agreement, whenever a
18 contract of employment or employer policy provides for paid vacation, and an
19 employee is terminated without having taken off his vested vacation time, all
20 vested vacation shall be paid to him as wages at his final rate in accordance with
such contract of employment or employer policy respecting eligibility or time
served...

21 128. Defendants employ policies which provide for vacation/PTO to Plaintiff and
22 Vacation Class members.

23 129. Wages vest during the pay period in which they are earned. Plaintiff and members
24 of the Vacation Class earned vacation/PTO wages while employed by Defendants. Defendants
25 failed to pay all accrued and vested vacation/PTO wages upon separation.

26 130. Defendants employed policies and procedures which ensured Plaintiff and
27 members of the Vacation Class would not receive their accrued and vested vacation/PTO wages
28 upon termination.

131. Pursuant to California Labor Code § 227.3, Plaintiff and Vacation Class members seek damages and all other relief allowable plus pre-judgment interest for all accrued and vested vacation/PTO wages Defendants failed to pay upon separation.

TENTH CAUSE OF ACTION

FAILURE TO PAY REPORTING TIME PAY IN VIOLATION OF LABOR CODE

SECTIONS 1194, 1197, AND 1198

(Against All Defendants by Plaintiff and the Reporting Time Pay Class)

132. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

133. At all times relevant to this Complaint, Plaintiff and the Reporting Time Pay Class were hourly non-exempt employees of Defendants in California and covered by Labor Code sections 1194, 1197, 1198, and Wage Order 9.

134. Labor Code sections 1194 and 1197 require that an employer compensate employees for “hours worked” at least at a minimum wage rate of pay as established by Wage Order 9. Labor Code section 1198 provides, “the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Section 5(A) of Wage Order 9 requires that when an “employee is required to report for work and does report but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” Wage Order 9, §5(A).

135. Defendants employed policies, practices, and/or procedures that lead to a failure to pay reporting time that was due to Plaintiff.

136. Defendants are liable to Plaintiff and the Reporting Time Pay Class for reporting time pay for each day Defendants caused them to work but were put to work for less than half of their usual or scheduled day's work.

137. Pursuant to Labor Code sections 218.5, 1194, 1197, 1198, and Wage Order 9, Plaintiff and the Reporting Time Pay Class are entitled to recover the full amount of unpaid reporting time pay, interest thereon, liquidated damages, reasonable attorney's fees and costs of suit.

ELEVENTH CAUSE OF ACTION

**UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS
CODE SECTIONS 17200, ET SEQ.**

(Against All Defendants by Plaintiffs and the California Class)

138. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

139. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to pay wages for accrued paid sick time at the regular rate of pay failure to timely pay wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to pay wages for accrued paid sick time at the regular rate of pay failure to timely pay wages; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

140. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and the

1 California Class have suffered injury in fact and lost money or property, as described in more
2 detail above.

3 141. Pursuant to Business and Professions Code section 17203, Plaintiffs and the
4 California Class are entitled to restitution of all wages and other monies rightfully belonging to
5 them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair
6 business practices. Plaintiffs also seek an injunction against Defendants on behalf of the California
7 Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in
8 each of the unlawful policies, practices, and/or procedures set forth herein.

9 **TWELFTH CAUSE OF ACTION**

10 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

11 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

12 **(Against All Defendants by Plaintiff)**

13 142. Plaintiff incorporates all paragraphs above as though fully set forth herein.

14 143. During the period beginning one (1) year preceding Plaintiff sending the initial
15 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
16 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1194, 1197, 1198, 2802, California Industrial
17 Commission Wage Orders, including all PAGA claims for alleged unpaid wages, minimum
18 wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive
19 pay, sick pay, timely payment of wages at separation, wage statements, meal periods and meal
20 period premiums, rest breaks and rest break premiums, fees, costs, and/or Sections 14 and 15 of
21 the applicable Wage Orders.

22 144. Specifically, Defendants have committed the following violations of California
23 Labor Code:

24 145. **Failure to pay wages for all hours worked at the legal minimum wage:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
27 which includes all time that an employee is under control of the employer and all time the
28 employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services which inure to the benefit of the employer.

2 146. Labor Code sections 1194 and 1197 require an employer to compensate employees
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
4 Wage Orders.

5 147. In this case, Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
7 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
8 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
9 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
10 not limited to:

11 (a) Defendant maintained a policy, practice, and/or procedure, whereby, “rounding”
12 down or “shaving” Plaintiff and other current and former aggrieved California-based hourly non-
13 exempt employees total daily hours at the time of their clock-in and clock-out to the nearest one-
14 tenth of an hour, to the benefit of Defendant.

15 (b) Requiring Plaintiffs and similarly situated employees to work “off-the-clock,” i.e.,
16 work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal
17 break.

18 148. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
19 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
20 control without paying wages for that time. This resulted in Plaintiff and other current and former
21 aggrieved California-based hourly non-exempt employees working time for which they were not
22 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
23 Wage Order.

24 149. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
27 which includes all time that an employee is under control of the employer and all time the
28 employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services that inure to the benefit of the employer.’

2 150. Labor Code sections 510 and 1194 require an employer to compensate employees a
3 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
4 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

5 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
6 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
7 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
8 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
9 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

10 Labor Code section 510.

11 151. In this case, Defendants failed to pay Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
13 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

14 (a) Defendant maintained a policy, practice, and/or procedure, whereby, “rounding”
15 down or “shaving” Plaintiff and other current and former aggrieved California-based hourly non-
16 exempt employees total daily hours at the time of their clock-in and clock-out to the nearest one-
17 tenth of an hour, to the benefit of Defendant.

18 (b) Requiring Plaintiffs and similarly situated employees to work “off-the-clock,” i.e.,
19 work before clocked in or after clocked out for a shift or while clocked out during an unpaid meal
20 break.

21 152. The foregoing policies, practices, and/or procedures resulted in time during each
22 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
23 employees were under the control of Defendants but were not compensated. To the extent that the
24 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
26 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
27 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
28 sections 510 and 1194 and the applicable Wage Order.

1 153. **Failure to pay wages to hourly non-exempt employees for workdays that**
2 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
3 current and former aggrieved California-based hourly non-exempt employees regularly worked
4 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

5 154. California law requires an employer to authorize or permit an employee an
6 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
7 all duties and the employer relinquishes control over the employee's activities prior to the
8 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 49 at §11; *Brinker*
9 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
10 employee for a work period of more than ten (10) hours per day without providing the employee
11 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
12 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
13 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
14 period is only permitted when: (1) the nature of the work prevents an employee from being
15 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

16 155. If an employer fails to provide an employee a meal period in accordance with the
17 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
18 for each workday that a legally required and compliant meal period was not provided. Labor Code
19 section 226.7; Wage Order 4 at §11.

20 156. In this case, Defendants failed to authorize or permit legally required and compliant
21 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
22 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
23 limited to:

24 (a) Defendant maintained a policy, practice, and/or procedure, whereby, requiring
25 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
26 work without receiving meal periods, providing meal periods that were not duty-free, and/or
27 shorter than thirty (30) minutes due to Defendant's chronic understaffing; and

28 (b) Failing to provide Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
2 (30) minutes for each five-hour period of work as required by law.

3 157. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
4 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
6 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
7 employees did not receive legally required and compliant meal periods, in violation of Labor Code
8 section 226.7.

9 158. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
10 and other current and former aggrieved California-based hourly non-exempt employees not
11 receiving wages to compensate them for workdays during which Defendants did not provide them
12 with meal periods in compliance with California law.

13 159. **Failure to pay wages to hourly non-exempt employees for workdays that**
14 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
15 current and former aggrieved California-based hourly non-exempt employees regularly worked
16 shifts of more than three-and-a-half (3.5) hours.

17 160. California law requires every employer to authorize and permit an employee a rest
18 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
19 Code section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10
20 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
21 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
22 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
23 section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of
24 each work period. Wage Order 4 at §12. Additionally, the rest period requirement "obligates
25 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
26 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
27 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

28 161. If the employer fails to authorize or permit a required rest period, the employer

1 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
2 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
3 Wage Order 4 at § 12.

4 162. In this case, Defendants failed to authorize or permit all legally required and
5 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
7 limited to:

8 (a) Defendant maintained a policy, practice, and/or procedure, whereby, requiring
9 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to
10 work without receiving rest periods, providing rest periods that were not duty-free, and/or shorter
11 than a net ten (10) minutes due to Defendant's chronic understaffing; and

12 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10) minutes
14 for shifts exceeding ten (10) hours.

15 163. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
16 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
18 workday they did not receive legally required and compliant rest periods, in violation of Labor
19 Code section 226.7.

20 149. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees not
22 receiving wages to compensate them for workdays in which Defendants did not provide them with
23 rest periods in compliance with California law.

24 150. **Failure to Pay Sick Time:** Defendants had a policy and/or procedure where
25 Plaintiff and similarly situated employees accrued paid sick time.

26 151. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
27 who...works in California for the same employer for 30 or more days within a year from the
28 commencement of employment is entitled to paid sick days." Additionally, an employee accrues

1 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
2 beginning at the commencement of employment. Labor Code section 246(b).

3 152. Here, Plaintiff and similarly situated employees were employed by Defendants for
4 30 or more days and were entitled to paid sick days. Defendants, however, lacked a policy,
5 practice, and/or procedure whereby Plaintiffs and similarly situated employees who were
6 employed by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-
7 than one (1) hour per every thirty (30) hours worked, beginning at the commencement of
8 employment as required by Labor Code section 246(b).

9 153. In this case, Plaintiff alleges that when he and similarly situated employees elected
10 to use paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of
11 pay due to Defendants' failure to include all remuneration when calculating the sick time rate of
12 pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include
13 all remuneration including but not limited to "COVID-19 bonus", for example, when calculating
14 Plaintiff and similarly situated employees' regular rate of pay for the purpose of paying sick time.

15 154. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
16 failing to provide Plaintiff and similarly situated employees paid sick days, in violation of Labor
17 Code section 246.

18 155. **Failure to timely pay earned wages during employment:** In California, wages
19 must be paid at least twice during each calendar month on days designated in advance by the
20 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
21 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
22 16th and the 26th day of that month and wages earned between the 16th and the last day,
23 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
24 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
25 paid within seven (7) calendar days following the close of the payroll period in which wages were
26 earned. Labor Code section 204(d).

27 156. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
28 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-

1 exempt employees' earned wages (including minimum wages, overtime wages, meal period
2 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
3 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
4 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
5 their earned wages within the applicable time frames outlined in Labor Code section 204.

6 157. **Failure to provide complete and accurate wage statements:** Labor Code section
7 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
8 employee his or her wages, the employer must "furnish each of his or her employees ... an
9 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
10 employee, except for any employee whose compensation is solely based on a salary and who is
11 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
12 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
13 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
14 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
15 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
16 name of the employee and his or her social security number, (8) the name and address of the legal
17 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
18 the corresponding number of hours worked at each hourly rate by the employee."

19 158. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
20 and other current and former aggrieved California-based hourly non-exempt employees all wages
21 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
22 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
23 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
24 section 226.

25 164. **Failure to pay employees all wages due at time of termination/resignation:** An
26 employer is required to pay all unpaid wages timely after an employee's employment ends. The
27 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
28 hours of resignation (Labor Code section 202).

1 165. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
2 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
3 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
4 and/or rest period premium wages), Defendants failed to pay those employees timely after each
5 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

6 166. Defendants' violations of Wage Order 4 constituted violations of Labor Code
7 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

8 167. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
9 employee, on behalf of himself or herself and other current or former employees, to bring a civil
10 action to recover civil penalties against all Defendants pursuant to the procedures specified in
11 Labor Code section 2699.3.

12 168. Plaintiff has complied with the procedures for bringing suit specified in Labor
13 Code section 2699.3. On August 30, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
14 and provided notice to Defendants by certified mail which provided notice of the specific
15 provisions of the Labor Code alleged to have been violated, including the facts and theories to
16 support the violations alleged.

17 169. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
18 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
19 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
20 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
21 to investigate Plaintiff's claims.

22 170. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
23 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 246, 510,
24 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial
25 PAGA Claim Notice to the LWDA to the present, in the following amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 226.7, 2802, 512, and
27 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
28 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558] and any unpaid wages.

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

171. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS ON HIS OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:

ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiffs be designated as the class representatives for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons

1 acting in concert with them, from engaging in each of the unlawful policies, practices, and/or
2 procedures set forth herein.

3 **ON THE FIRST CAUSE OF ACTION:**

4 1. That Defendants be found to have violated the minimum wage provisions of the
5 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

6 2. For damages, according to proof, including but not limited to unpaid wages;

7 3. For any and all legally applicable penalties;

8 4. For liquidated damages pursuant to Labor Code section 1194.2;

9 5. For pre-judgment interest, including but not limited to that recoverable under Labor
10 Code section 1194, and post-judgment interest;

11 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
12 under Labor Code section 1194;

13 7. For pre-judgment interest, including but not limited to that recoverable under Labor
14 Code section 218.6, and post-judgment interest; and

15 8. For such other further relief, in law and/or equity, as the Court deems just or
16 appropriate.

17 **ON THE SECOND CAUSE OF ACTION:**

18 1. That Defendants be found to have violated the overtime provisions of the Labor
19 Code and the IWC Wage Order as to Plaintiffs and the Overtime Class;

20 2. For damages, according to proof, including but not limited to unpaid wages;

21 3. For any and all legally applicable penalties;

22 4. For pre-judgment interest, including but not limited to that recoverable under Labor
23 Code section 1194, and post-judgment interest;

24 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
25 under Labor Code section 1194; and

26 6. For such other further relief, in law and/or equity, as the Court deems just or
27 appropriate.

28 **ON THE THIRD CAUSE OF ACTION:**

1 1. That Defendants be found to have violated the meal period provisions of the Labor
2 Code and the IWC Wage Order as to Plaintiffs and the Meal Period Class;

3 2. For damages, according to proof, including unpaid premium wages;

4 3. For any and all legally applicable penalties;

5 4. For pre-judgment interest, including but not limited to that recoverable under Labor
6 Code section 218.6, and post-judgment interest; and

7 5. For such other further relief, in law and/or equity, as the Court deems just or
8 appropriate.

9 **ON THE FOURTH CAUSE OF ACTION:**

10 1. That Defendants be found to have violated the rest period provisions of the Labor
11 Code and the IWC Wage Order as to Plaintiffs and the Rest Period Class;

12 2. For damages, according to proof, including unpaid premium wages;

13 3. For any and all legally applicable penalties;

14 4. For pre-judgment interest, including but not limited to that recoverable under Labor
15 Code section 218.6, and post-judgment interest; and

16 5. For such other further relief, in law and/or equity, as the Court deems just or
17 appropriate.

18 **ON THE FIFTH CAUSE OF ACTION:**

19 1. That Defendants be found to have violated the provisions of the Labor Code
20 regarding failure to pay wages for accrued paid sick time as to Plaintiffs and the Sick Pay Class;

21 2. For damages and/or penalties, according to proof, including unpaid regular rate
22 wages;

23 3. For any and all legally applicable penalties;

24 4. For pre-judgment interest, including but not limited to that recoverable under Labor
25 Code section 218.6, and post-judgment interest; and

26 5. For such other further relief, in law and/or equity, as the Court deems just or
27 appropriate.

28 **ON THE SIXTH CAUSE OF ACTION:**

1 1. That Defendants be found to have violated the provisions of the Labor Code
2 regarding accurate itemized paystubs as to Plaintiffs and the Wage Statement Class;

3 2. For damages and/or penalties, according to proof, including damages and/or
4 statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable
5 damages or penalties;

6 3. For pre-judgment interest and post-judgment interest;

7 4. For an injunction against Defendants enjoining them, and any and all persons
8 acting in concert with them, from engaging in violations of Labor Code section 226, subdivision
9 (a);

10 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
11 under Labor Code section 226, subdivision (e); and

12 6. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE SEVENTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the provisions of the Labor Code
16 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiffs and the
17 Waiting Time Class;

18 2. For damages and/or penalties, according to proof, including damages and/or
19 statutory penalties under Labor Code section 203 and any other legally applicable damages or
20 penalties;

21 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
22 judgment interest; and

23 4. For such other further relief, in law and/or equity, as the Court deems just or
24 appropriate.

25 **ON THE EIGHTH CAUSE OF ACTION:**

26 1. That Defendants be found to have violated the indemnification provisions of the
27 Labor Code as to the Plaintiff and the Indemnification Class;

28 2. For damages, according to proof, including unpaid use and/or costs of necessary

1 tools;

2 3. For any and all legally applicable penalties;

3 4. For pre-judgment interest, including but not limited to that recoverable under Labor
4 Code § 2802, and post-judgment interest;

5 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
6 under Labor Code § 2802; and

7 6. For such other further relief, in law and/or equity, as the Court deems just or
8 appropriate.

9 **ON THE NINTH CAUSE OF ACTION:**

10 1. That Defendants be found to have violated Labor Code 227.3 as to Plaintiff and the Pay
11 Day Class;

12 2. For damages according to proof;

13 3. For any and all legally applicable penalties, including but not limited to those recoverable
14 pursuant to Labor Code § 227.3;

15 4. For pre-judgment interest, including but not limited to that recoverable under Labor Code
16 § 227.3, and post-judgment interest; and

17 5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

18 **ON THE TENTH CAUSE OF ACTION**

19 1. That Defendants be found to have violated Labor Code Sections 1194, 1197, and 1198 as
20 to Plaintiff and the Pay Day Class;

21 2. For damages according to proof;

22 3. For any and all legally applicable penalties, including but not limited to those recoverable
23 pursuant to Labor Code §§ 1194, 1197, and 1198;

24 4. For pre-judgment interest, including but not limited to that recoverable under Labor Code
25 §§ 1194, 1197, and 1198, and post-judgment interest; and

26 5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

27 **ON THE ELEVENTH CAUSE OF ACTION:**

28 1. That Defendants be found to have violated Business and Professions Code sections 17200,

- 1 et seq., for the conduct alleged herein as to the California Class;
- 2 2. A declaratory judgment that the practices complained herein are unlawful;
- 3 3. An injunction against Defendants enjoining them, and any and all persons acting in concert
- 4 with them, from engaging in each of the unlawful practices, policies, and patters set forth
- 5 herein;
- 6 4. For restitution to the full extent permitted by law; and
- 7 5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

8 **and, WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF, THE STATE OF**

9 **CALIFORNIA, AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

10 **ON THE TWELFTH CAUSE OF ACTION:**

- 11 1. That Defendants be found to have violated the provisions of the Labor Code and the IWC
- 12 Wages Orders as to the Plaintiff and aggrieved employees;
- 13 2. For any and all legally applicable penalties during the relevant statute of limitations subject
- 14 to any permissible tolling, including but not limited to those recoverable under the California
- 15 Labor Code, including but not limited to section 2699(f);
- 16 3. For attorneys' fees and costs of suit, including but not limited to those recoverable under
- 17 California Labor Code section 2699(g); and
- 18 4. For such and other further relief, in law and/or equity, as the Court deems just or
- 19 appropriate.

20

21 Dated: March 3, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

22

23 By: /s/ James Clark

24 Joseph Lavi, Esq.

25 Vincent C. Granberry, Esq.

26 Malcolm Clayton, Esq.

27 James Clark, Esq.

28 Attorneys for Plaintiff

CARLOS A AGUILAR

on behalf of himself and others similarly situated

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By: /s/ Jessi Bulaon
Eric B. Kingsley, Esq.
Jessi Bulaon, Esq.
Attorneys for Plaintiff JAMAR KEENE

DEMAND FOR JURY TRIAL

Plaintiffs CARLOS A AGUILAR and JAMAR KEENE demand a trial by jury for themselves and the California Class on all claims so triable.

Dated: March 3, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ James Clark
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Malcolm Clayton, Esq.
James Clark, Esq.
Attorneys for Plaintiff
CARLOS A AGUILAR
on behalf of himself and others similarly situated

Dated: March 4, 2026

Respectfully submitted,
KINGSLEY SZAMET

By: /s/ Jessi Bulaon
Eric B. Kingsley, Esq.
Jessi Bulaon, Esq.
Attorneys for Plaintiff JAMAR KEENE
on behalf of himself and others similarly situated