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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ADRIAN MORALES, an individual as)
the State of California's designated)
proxy under the Private Attorneys)
General Act (PAGA) and on behalf of)
others,)

Plaintiffs,

vs.

LVMH FRAGRANCE BRANDS US)
LLC, a Delaware corporation; and)
DOES 1 through 50,)

Defendants.)

Case No.: 37-2023-00041397-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO
THE PAGA FOR:**

- 1. Failure to pay
minimum/regular wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Comply with Meal
Break Laws;**
- 4. Failure to Comply with Rest
Break Laws;**
- 5. Failure to Reimburse
Expenses;**
- 6. Failure to Provide Accurate
Wage Statements;**
- 7. Failure to Pay Wages Timely;**
- 8. Failure to Provide and
Maintain Records; and**
- 9. Violation of Various
Miscellaneous Provisions of the
Labor Code via the PAGA.**

1 Plaintiff ADRIAN MORALES, in his capacity as the State of California's
2 designated proxy under the Private Attorneys General Act and on behalf of Aggrieved
3 Employees (collectively the "Plaintiffs"), alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act
6 (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*

7 2. By this action, Plaintiffs seek only civil penalties on behalf of Aggrieved
8 Employees for Defendants' violations of the California Labor Code. (*Adolph v. Uber*
9 *Technologies, Inc.* (Sup. Ct. 274671, Jul 17, 2023) 2023 Cal. LEXIS 4099; *Piplack v.*
10 *In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Galarsa v. Dolgen California, LLC*
11 (2023) 88 Cal.App.5th 639; *Gregg v. Uber Technologies, Inc.* (2023) 89 Cal.App.5th
12 786; *Million Seifu v. Lyft, Inc.* (2023) 89 Cal.App.5th 1129 ; *Prostek v. Lincare Inc.*
13 (E.D. Cal. March 21, 2023) 2023 U.S. Dist. LEXIS 48155.)

14 **JURISDICTION AND VENUE**

15 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter
16 jurisdiction is proper in the Superior Court of California, State of California because
17 Plaintiffs allege claims arising under California law.

18 4. This Court has jurisdiction over the Defendants because each is an
19 association, corporation, business entity, or individual that conducts substantial
20 business in the State of California.

21 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is
22 proper in the Superior Court of California for the County of San Diego because
23 Defendant is a Delaware corporation doing business in California and which entity
24 does not report to the Secretary of State where it maintains its principal place of
25 business in California and Defendants conduct substantial business in the County of
26 San Diego regardless. (*Easton v. Superior Court* (1970) 12 Cal.App.3d 243, 246 [a
27 foreign corporation that has not designated a principal office within the state may be
28 sued in any county in the state].)

THE PARTIES

6. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [the “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

7. Plaintiff ADRIAN MORALES is an individual residing in California.

8. Defendant LVMH FRAGRANCE BRANDS US LLC is a Delaware corporation doing business in California.

9. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sues said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein.

10. Unless otherwise specified by name, the named Defendants and DOES 1 through 50 will be collectively referred to as "DEFENDANT EMPLOYER" and/or "Defendants."

11. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other Defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate connection with the other Defendant(s).

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

14. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants is liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

11 15. Plaintiffs are informed and believe, and based thereon allege, that each
12 of the named Defendants are part of an integrated enterprise and have acted or
13 currently act as the employer and/or joint employer of the Aggrieved Employees
14 making each of them liable for the wage and hour violations alleged herein.

16. Plaintiffs are informed and believe, and therefore allege, that one, more than one, or each of the named Defendants are liable to the Plaintiffs under legal theories and doctrines including but not limited to (1) the common law joint employer doctrine and/or (2) Labor Code § 2810.3 because at least one of these named Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each of the Defendants liable for the wage and hour violations alleged herein.

23 17. Defendants are in the fragrance, cosmetic, and retail business.

18. Within the last 12 months of the date of this Complaint, Defendants employed the named Plaintiff to work as a nonexempt employee.

19. The named Plaintiff is an “aggrieved employee” because Defendants employed Plaintiff in California and Plaintiff experienced one or more of the alleged Labor Code violations committed against the Plaintiff, and therefore the named

1 Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all
2 violations committed against the Represented Employees, who are also aggrieved
3 employees as defined by Labor Code § 2699(c).

4 20. California law provides that an aggrieved employee may file a
5 representative action under the PAGA against an employer for civil penalties in
6 connection with violations of the Labor Code and Wage Order.

7 21. On information and belief, current and former employees of Defendants
8 suffered from Defendants' Labor Code violations.

9 **Failure to Provide Payroll Records and Plaintiff's Personnel File.**

10 22. On July 1, 2023, Plaintiff, via counsel, sent a letter to DEFENDANT
11 EMPLOYER requesting access to Plaintiff's payroll records and employee personnel
12 file.

13 23. Plaintiff received no response to the foregoing letter.

14 24. On August 22, 2023, Plaintiff, via counsel, sent virtually the same
15 correspondence sent on July 1, 2023 to DEFENDANT EMPLOYER.

16 25. On August 29, 2023, Plaintiff, via counsel, received a partial production
17 of Plaintiff's payroll records and employee personnel file.

18 26. Missing from the production are, among other things, Plaintiff's time
19 records, employee handbooks he signed for, consumer report disclosure forms (if
20 any), performance appraisals, and termination paperwork. *See Iljas v. Ripley Entm't*
21 *Inc.*, 403 F. Supp. 3d 793, **19-20 (N.D. Cal. 2019) (held summary judgement
22 granted to former plaintiff-employee for claims via LC 226 and 1198.5 for failure to
23 provide wage statements thus awarding penalties, fees, and costs); *Harper v. Charter*
24 *Communs., LLC*, 2021 U.S. Dist. LEXIS 28747, *61-62 (E.D. Cal. 2021) (court
25 denied defendant's MSJ where plaintiff-employee showed evidence that defendant-
26 employer failed to timely provide all wage statements, corrective action reports,
27 letters related to their termination, and commission plan documents and receipts in its
28 production); *County v. Cedars-Sinai Med. Ctr.*, 2020 Cal. Super. LEXIS 52468, *5

1 (court denied defendant's demurrer to plaintiff's LC 226 claim that defendant failed
2 to produce time records and employee handbooks).

3 27. To date, DEFENDANT EMPLOYER has failed to produce all of
4 Plaintiff's personnel file and payroll records.

5 **Minimum Wage/Regular Wage/Overtime claims.**

6 28. From at least one year before the filing of this action and continuing to
7 the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs
8 are informed and believe, and therefore allege, that Defendants failed to pay Aggrieved
9 Employees all minimum/regular/local law wages as required by law.

10 29. The named Plaintiff and Aggrieved Employees normally started work
11 from home, gathering equipment, supplies, product brochures, and other information
12 Defendants mailed or otherwise supplied to its workers' homes, unpacking the
13 foregoing materials and placing such materials into their cars to bring to a
14 predetermined workplace for set-up and display.

15 30. The process of unpacking the materials Defendants sent to Aggrieved
16 Employees and travelling to client locations sometimes took minutes or hours to
17 perform and Defendants regularly and systematically, as a policy and practice, did not
18 permit Aggrieved Employees to report this worktime and, thus, Defendants did not pay
19 them for this labor in violation of California law.

20 31. During all times relevant, and pursuant to company policy and/or practice
21 and/or direction, Defendants required Aggrieved Employees to drive their personal
22 vehicles, but Defendants did not pay them for their travel time despite the requirement
23 to pay them for travel time per California law.

24 32. In particular, Defendants via their managers, enforced a policy that
25 prohibited Aggrieved Employees from writing down and/or reporting their time spent
26 traveling to and from more than one retail establishment during the same workday
27 regardless of how long it took to travel between jobsites.

28 33. During all times relevant, and pursuant to company policy and/or practice

1 and/or direction, Defendants required Aggrieved Employees to work more than 40
2 hours per week and/or eight hours in a workday, and when Aggrieved Employees
3 regularly worked off the clock by traveling in the same workday, they were required to
4 not accurately record their time worked inasmuch as they were required to subtract all
5 their time spent traveling to more than one worksite in the same workday from their
6 timesheets.

7 34. Plaintiffs are informed and believe, and therefore allege, that Plaintiffs'
8 unpaid wage claims are also premised on many situations, the exact number which will
9 be proven at trial, where Aggrieved Employees' two distinct work periods during the
10 same workday were separated by more than a one-hour break during which time
11 Defendants regularly and systematically, as a policy and practice, failed to pay split-
12 shift pay for one hour of pay at no less than minimum wage for the time between the
13 shifts in violation of California law, including but not limited to § 4(C) of IWC Wage
14 Order 4.

15 35. This claim is also premised on Plaintiffs' right to pursue all Labor Code
16 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA,*
17 *Inc.* (2018) 23 Cal.App.5th 745.

18 **Meal and Rest Break Claims.**

19 36. From at least one year before the filing of this action and continuing to the
20 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
21 informed and believe and based thereupon allege that Defendants deprived Aggrieved
22 Employees and other nonexempt employees from taking lawful meal and rest periods
23 (i.e., untimely, short, or interrupted) and did not pay and refused to pay premium pay
24 to workers.

25 37. Based on Defendants' policies, Defendants prohibited its workers who
26 manned stations alone, normally at kiosks or similar retail stations, to leave their work
27 station due to Defendants' concerns over the theft of unmonitored property.

28 38. Aggrieved Employees' meal and rest breaks were interrupted for other

1 reasons, including but not limited to exigencies of the workplace, scheduling demands,
2 and holiday shoppers.

3 39. On those occasions, the exact amount to be proven at trial, Defendants
4 failed to pay all meal/rest break premiums to Aggrieved Employees.

5 40. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
6 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
7 (2018) 23 Cal.App.5th 745.

8 **Failure to Reimburse.**

9 41. From at least one year before the filing of this action and continuing to the
10 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
11 informed and believe and based thereupon allege that Defendants failed to reimburse
12 its Aggrieved Employees for work related expenses.

13 42. During all relevant times, and pursuant to company policy and/or practice
14 and/or direction, Defendants required Aggrieved Employees to sometimes work from
15 home as a condition of their employment and required Aggrieved Employees to use
16 their personal computers, cell phones, home internet, and incur various other expenses
17 associated with their work for the Defendants.

18 43. During all relevant times, and pursuant to company policy and/or practice
19 and/or direction, Defendants also required Aggrieved Employees to have and maintain
20 cell phones and internet service to communicate with Defendants.

21 44. Aggrieved Employees also stored Defendants' products that Defendants
22 shipped to their home and/or Aggrieved Employees obtained at the workplace, many of
23 which were in big parcels that occupied large spaces in Aggrieved Employees' homes,
24 vehicle (e.g., closet, trunk of vehicle) or both.

25 45. When Aggrieved Employees drove their personal vehicles for work
26 purposes, Defendants regularly and systematically, as a policy and practice, did not
27 reimburse Aggrieved Employees for mileage and automobile expenses when required
28 to do so per California law, e.g., when travelling from one work station to another and

1 travelling from home to a work station and back home or in the case of leaving from
2 home with company equipment (i.e., perfume and similar sundries Defendants shipped
3 to their homes) to the first job assignment.

4 46. Aggrieved Employees worked at retail locations and businesses where
5 they had no access to work phones, other than their personal cell phones.

6 47. Defendants regularly and systematically, as a policy and practice, did not
7 did not reimburse Aggrieved Employees when they used their cell phones and/or
8 internet to record their hours worked and communicate with Defendants regarding their
9 jobs.

10 48. Defendants passed the cost of doing business onto its employees by
11 requiring, without reimbursement, Aggrieved Employees to purchase equipment, tools,
12 and services necessary to perform work for Defendants. *See Aguilar v. Zep, Inc.*, 2014
13 US Dist. LEXIS 120315, *54 (N.D. Cal. Aug. 27, 2014) (Hon. Edward Chen) (where
14 outside sales reps used home internet and computers for work, and even admitted that
15 they would have incurred the same expenses without work duties, the court
16 nevertheless held that the employer was obligated to reimburse some reasonable
17 portion of these expenses); *see also Ritchie v. Blue Shield of California*, 2014 WL
18 6982943, at *21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of
19 home office claims processors with 2802 phone reimbursement claims for landline
20 reimbursements where company required claims processors working from home to
21 have a landline, but rejecting certification of claims for home office supplies as
22 individualized); *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137
23 (2014) ("We hold that when employees must use their personal cell phones for work-
24 related calls, Labor Code section 2802 requires the employer to reimburse them.
25 Whether the employees have cell phone plans with unlimited minutes or limited
26 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.")

27 49. Based on this misconduct, Plaintiffs and other Aggrieved Employees
28 suffered from unreimbursed expenses in violation of Labor Code §§ 2802 and 1198.

1 50. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor
2 Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
3 *USA, Inc.* (2018) 23 Cal.App.5th 745.

4 **Erroneous Wage Statements in Violation of Labor Code § 226.**

5 51. From at least one year before the filing of this action and continuing to the
6 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
7 informed and believe, and therefore allege that Defendants issued the named Plaintiff
8 and other Aggrieved Employees erroneous wage and earning statements.

9 52. As a standalone claim, Plaintiffs are informed and believe Defendants
10 issued confusing and inaccurate wage and earning statements.

11 53. In addition, Plaintiffs' paystubs and those of similarly situated employees
12 of Defendants were inaccurate because Defendants failed to pay them all wages, as
13 alleged above, supporting a derivative claim under Labor Code § 226.

14 54. The wage statements did not contain the correct number of hours worked,
15 the correct number of hours of work at each rate of pay, and the correct gross and net
16 wages, among other things.

17 55. For example, the gross and net wages earned, the number of hours worked
18 and number of hours worked at each rate of pay were incorrect, as noted above,
19 because Defendants did not pay Aggrieved Employees for all time spent driving
20 between two or more client locations in the same workday, among other reasons.

21 56. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor
22 Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
23 *USA, Inc.* (2018) 23 Cal.App.5th 745.

24 **Facts Relating to Derivative Claims, such as Labor Code §§ 201.3, 203, 204, 204b,**
25 **etc.**

26 57. From at least one year before the filing of this action and continuing to the
27 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
28 informed and believe, and therefore allege that Defendants paid Aggrieved Employees

untimely in violation of California law.

58. For example, when Defendant terminated the named Plaintiff's employment, DEFENDANT EMPLOYER did not furnish the named Plaintiff's final paycheck with all wages due and payable in violation of California law.

59. Plaintiffs are informed and believe and based thereon allege that, to date, DEFENDANT EMPLOYER has not paid Aggrieved Employees' wages due and payable, in an amount to be proven at trial.

60. Derivative claims also premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

REPRESENTATIVE ACTION (PAGA) CLAIMS

61. This is a wage and hour representative action filed pursuant to the PAGA, Labor Code §§ 2698, 2699 generally consists of the following group:

All persons Defendants employed in California from August 23, 2022 to the present.

62. All members of the Aggrieved groups will be referred to as the "Aggrieved Employees."

63. The "PAGA Period" means from **August 23, 2022** to the present, the timeframe where the scope of statute allows Plaintiffs to recover wages and penalties.

64. California law provides that an employee may file an action against an employer to recover penalties for violations of the Labor Code and Wage Orders provided the aggrieved employee files an action on behalf of him or himself and similarly-situated current and former employees.

65. At all material times, DEFENDANT EMPLOYER and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the

1 Industrial Welfare Commission and, as such, are subject to penalties for each
2 underpaid employee as set for in Labor Code § 558.

3 66. As set forth in further detail below, because of the analysis and
4 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the
5 California Labor and Workforce Development Agency (LWDA) and to DEFENDANT
6 EMPLOYER informing DEFENDANT EMPLOYER of their claims and their intent to
7 pursue litigation.

8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 67. As to penalty claims under the Labor Code Private Attorney General
10 Act, on or about **August 23, 2022**, Plaintiffs began to exhaust his/her administrative
11 remedies by sending correspondence to the LWDA (*see* LWDA Case No. LWDA-
12 CM-977199-23) and via certified mail to DEFENDANT EMPLOYER indicating
13 Plaintiffs are pursuing the claims alleged in this Complaint.

14 68. By the time the statutory period for Plaintiffs expires from the first letter
15 alleged above and the LWDA likely will not have served Plaintiffs with notice of
16 intent to assume jurisdiction over the applicable penalty claims and did not provide
17 notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period, but
18 more to follow as time expires before this Complaint is amended to report the actual
19 facts.

20 69. Therefore, once the statutory waiting period expires based on the
21 presumed facts above, Plaintiffs will have exhausted all applicable administrative
22 remedies and will file an amended complaint saying so thus permitting Plaintiffs the
23 ability to seek the penalty claims sought in this Complaint.

FIRST CAUSE OF ACTION

**Representative Claim under the PAGA for
Failure to Pay State/Local Minimum/Regular Wages in Violation of
California Labor Code §§ 216, 218, 218.5, 223, 1182.12, 1194,
1194.2, 1197, 1198, and the applicable
Industrial Welfare Commission (“IWC”) Wage Order
(Against all Defendants)**

70. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

71. Pursuant to Labor Code §§ 216, 223, 218, 218.5, 1182.12, 1194, 1194.2, and 1197 it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable IWC Wage Order.

72. During all times relevant, the applicable IWC Wage Order, including but not limited to Wage Order 4, applied to Aggrieved Employees’ employment with Defendants.

73. Pursuant to the applicable IWC Wage Order, “hours worked” include the time during which an employee is “suffered or permitted to work, whether or not required to do so.”

74. Every employer must pay each employee minimum wage as required under state law and, where applicable and if higher, local law.

75. During all times relevant, Plaintiffs are informed and believe, and based thereupon allege, that Aggrieved Employees were not paid minimum/regular wages for all hours suffered or permitted to work in violation of state and, where applicable, local law and/or their agreement with DEFENDANT EMPLOYER.

76. Labor Code § 1194.2, subdivision (a) provides that, in an action to recover wages because of the payment of a wage less than the minimum wage fixed by IWC Wage Orders, an employee may recover liquidated damages in an amount equal to the

1 wages unlawfully unpaid and interest thereon.

2 77. At all material times, DEFENDANT EMPLOYER and DOES 1 through
3 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
4 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
5 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
6 Labor Code or any provision regulating hours and days of work in any Order of the
7 Industrial Welfare Commission and, as such, are subject to penalties for each
8 underpaid employee as set for in Labor Code § 558.

9 78. In committing the violations of state law as herein alleged, Plaintiffs are
10 informed and believe based there upon allege that Defendants have knowingly and
11 willfully refused to perform their obligations to compensate Aggrieved Employees for
12 all wages earned and all hours worked.

13 79. As a direct result, Aggrieved Employees have suffered and continue to
14 suffer, substantial losses related to the use and enjoyment of such compensation,
15 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
16 compel Defendants to fully perform their obligations under state law, all to their
17 respective damage in amounts according to proof at trial and within the jurisdictional
18 limitations of this Court.

19 80. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
20 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
21 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
22 pay period for each subsequent violation in which DEFENDANT EMPLOYER
23 violated the minimum wage and/or regular wage provisions of the Labor Code,
24 including but not limited to §§ 216, 218, 218.5, 223, 1182.12, 1194, 1194.2, and 1197,
25 the exact amount of the applicable penalty is all in an amount to be shown according to
26 proof at trial.

27 81. For the reasons alleged herein, Plaintiffs seek all available remedies
28 pursuant to the PAGA in an amount to be proven at trial including but not limited to

1 penalties, attorneys' fees, costs, and interest pursuant to law.

2 **SECOND CAUSE OF ACTION**

3 **Representative Claim under the PAGA for**

4 **Failure to Pay State Overtime and/or Double-Time**

5 **Compensation in Violation of California Labor Code §§ 510, 1194, 1198,**

6 **and the Applicable Wage Order**

7 (Against all Defendants)

8 82. Plaintiffs re-allege and incorporate by reference the foregoing
9 allegations as though set forth herein.

10 83. During all times relevant, the applicable Wage Order, including but not
11 limited to Wage Order 4, applied to Plaintiffs' employment with Defendants.

12 84. Pursuant to the applicable Wage Order, "hours worked" include the
13 time during which an employee is "suffered or permitted to work, whether or not
14 required to do so."

15 85. For each hour (or fraction thereof) an employee works over forty (40)
16 hours in a week or more than eight (8) hours in a workday the employer must pay the
17 rate of one and a half times the employee's regular hourly wage.

18 86. For each hour (or fraction thereof) an employee works more than twelve
19 (12) hours in one day or more than eight (8) hours a day on the seventh consecutive
20 day of work, the employee must be compensated at the rate of no less than twice the
21 regular rate of pay for that employee.

22 87. As alleged in this Complaint, Plaintiffs are informed and believe, and
23 based thereupon allege, that DEFENDANT EMPLOYER failed to pay all overtime
24 compensation to the Aggrieved Employees.

25 88. Additionally, during all times relevant and continuing to the present, and
26 pursuant to company policy and/or practice and/or direction, Plaintiffs are informed
27 and believe, and therefore allege, that Defendants failed to pay its employees the
28 correct rate of minimum/regular wages and, as a result, the amount of overtime paid

1 was too low.

2 89. At all material times, DEFENDANT EMPLOYER and DOES 1 through
3 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
4 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
5 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
6 Labor Code or any provision regulating hours and days of work in any Order of the
7 Industrial Welfare Commission and, as such, are subject to penalties for each
8 underpaid employee as set for in Labor Code § 558.

9 90. In committing the violations of state law as herein alleged, Defendants
10 have knowingly and willfully refused to perform their obligations to compensate
11 Aggrieved Employees for all wages earned and all hours worked.

12 91. As a direct result, Aggrieved Employees have suffered and continue to
13 suffer, substantial losses related to the use and enjoyment of such compensation,
14 wages, lost interest on such monies and expenses and attorney's fees in seeking to
15 compel Defendants to full perform their obligation under state law, all to their
16 respective damage in amounts according to proof at trial and within the jurisdictional
17 limitations of this Court.

18 92. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
19 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
20 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
21 pay period for each subsequent violation in which DEFENDANT EMPLOYER
22 violated the overtime provisions of the Labor Code, including but not limited to §§ 510
23 at 1194, the exact amount of the penalties sought is in an amount to be shown
24 according to proof at trial.

25 93. For the reasons alleged herein, Plaintiffs seek all available remedies
26 pursuant to the PAGA in an amount to be proven at trial including but not limited to
27 penalties, attorneys' fees, costs, and interest pursuant to law.
28

THIRD CAUSE OF ACTION

**Representative Claim under the PAGA for
Failure to Comply with the Meal Break Requirements of Labor Code §§ 226.7,
512, 1198, and the applicable IWC Wage Order
(Against all Defendants)**

94. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

95. Plaintiffs are informed and believe, and based thereon allege, that by failing to provide duty-free meal periods of at least thirty (30) minutes for shifts of five hours or more, which began before the end of the fifth hour of work, and failing to pay such employees premium wages of one (1) hour of pay at their regular rate of compensation for each workday the meal period was not provided, Defendants willfully violated the provisions of Labor Code § 226.7, and the applicable IWC Wage Order.

96. Based on the misconduct alleged in this Complaint, Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to pay all premium wages owed.

97. At all material times, DEFENDANT EMPLOYER and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

98. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe and based thereon allege that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

100. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code § 226.7, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

101. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

17 **Representative Claim under the PAGA for**
18 **Failure to Comply with the Rest Break Requirements of Labor Code §§ 226.7,**
19 **512, 1198, and the applicable IWC Wage Order**
20 **(Against all Defendants)**

102. Plaintiffs re-allege and incorporate by reference the foregoing allegations
as though set forth herein.

103. Plaintiffs are informed and believe, and based thereon allege, that based on the misconduct alleged in this Complaint, Defendants failed to authorize and permit Plaintiffs to receive a rest period of at least 10 minutes on a separate hourly basis when paid commissions or otherwise to provide paid ten-minute rest periods for every four (4) hours or major fraction thereof worked per day, and by failing to provide premium wages at the regular rate of pay when these periods were not permitted or authorized,

1 Defendants willfully violated the provisions of Labor Code § 226.7, and the applicable
2 IWC Wage Order.

3 104. Plaintiffs are informed and believe, and based thereon allege, that based
4 on the misconduct alleged in this Complaint, Defendants failed to pay premium pay for
5 Plaintiffs' missed meal breaks DEFENDANT EMPLOYER failed to provide or
6 authorize.

7 105. At all material times, DEFENDANT EMPLOYER and DOES 1 through
8 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
9 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
10 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
11 Labor Code or any provision regulating hours and days of work in any Order of the
12 Industrial Welfare Commission and, as such, are subject to penalties for each
13 underpaid employee as set for in Labor Code § 558.

14 106. In committing the violations of state law as herein alleged, Plaintiffs are
15 informed and believe and based thereon allege that Defendants have knowingly and
16 willfully refused to perform their obligations to compensate Aggrieved Employees for
17 all wages earned and all hours worked.

18 107. As a direct result, Aggrieved Employees have suffered and continue to
19 suffer, substantial losses related to the use and enjoyment of such compensation,
20 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
21 compel Defendants to fully perform their obligations under state law, all to their
22 respective damage in amounts according to proof at trial and within the jurisdictional
23 limitations of this Court.

24 108. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
25 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
26 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
27 pay period for each subsequent violation in which all culpable Defendants violated Cal.
28 Labor Code § 226.7, the exact amount of the applicable penalty is all in an amount to

1 be shown according to proof at trial.

2 109. For the reasons alleged herein, Plaintiffs seek all available remedies
3 pursuant to the PAGA in an amount to be proven at trial including but not limited to
4 penalties, attorneys' fees, costs, and interest pursuant to law.

5 **FIFTH CAUSE OF ACTION**

6 **Representative Claim under the PAGA for**
7 **Failure to Indemnify/Reimburse Business Expenses in Violation of**
8 **California Labor Code § 1198, 2802, and the applicable Wage Order**
9 **(Against all Defendants)**

10 110. Plaintiffs re-allege and incorporate by reference the foregoing allegations
11 as though set forth herein.

12 111. California Labor Code § 2802 requires employers to indemnify their
13 employees for expenses and losses incurred while discharging their duties or
14 obedience to the directions of their employer.

15 112. California Labor Code § 2804 mandates that this statutory right cannot be
16 waived.

17 113. The Plaintiffs incurred losses in obedience to the directions of
18 Defendants in the form of purchase of work-related expenses described in this
19 Complaint.

20 114. As a direct result of Defendants' violation of California Labor Code §
21 2802, the Aggrieved Employees suffered and continue to suffer substantial losses
22 related to unpaid expenses, the use and enjoyment of monies owed, lost interest on
23 monies owed, and attorneys' fees in an amount to be proven at the time of trial.

24 115. Defendants derive an unjust and inequitable economic benefit in failing
25 to comply with the law regarding indemnification and reimbursement of employees.

26 116. For the reasons alleged herein, Plaintiffs seek all available remedies
27 pursuant to the PAGA in an amount to be proven at trial including but not limited to
28 penalties, attorneys' fees, costs, and interest pursuant to law.

SIXTH CAUSE OF ACTION

**Representative Claim under the PAGA for
Violations of California Labor Code §§ 226 and 1198**

(Against all Defendants)

117. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

118. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that every employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number..., (8) the 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . . .” (Labor Code § 226 subdivision (a).)

119. Likewise, California Labor Code § 226, subdivisions (b) and (c), require employers doing business in the State of California to provide current and former employees access to their payroll records.

120. Upon information and belief, during all times relevant to this action, Defendants did not provide accurate wage statements throughout the PAGA Period.

1 121. Plaintiffs allege that on numerous occasions, an exact amount by which
2 will be proven at trial, Defendants violated various provisions of § 226, including but
3 not limited to subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(6), (a)(8), and (a)(9) by
4 failing to provide Plaintiffs accurate itemized statement in writing accurately showing
5 gross wages earned, total hours worked by the employee, net wages earned, among
6 other things.

7 122. At all material times DEFENDANT EMPLOYER and DOES 1 through
8 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
9 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
10 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
11 Labor Code or any provision regulating business hours and days of work in any Order
12 of the Industrial Welfare Commission and, as such, are subject to penalties for each
13 underpaid employee as set forth in Labor Code § 558.

14 123. In committing the violations of state law as herein alleged, Defendants
15 have knowingly and willfully refused to perform their obligations to compensate
16 Aggrieved Employees for all wages earned and all hours worked.

17 124. As a direct result, Aggrieved Employees have suffered and continue to
18 suffer, substantial losses related to the use and enjoyment of such compensation,
19 wages, lost interest on such monies and expenses and attorney's fees in seeking to
20 compel Defendants to fully perform their obligations under state law, all to their
21 respective damage in amounts according to proof at trial and within the jurisdictional
22 limitations of this Court.

23 125. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
24 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
25 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
26 pay period for each subsequent violation in which DEFENDANT EMPLOYER
27 violated Labor Code § 226, the exact amount of the applicable penalty is all in an
28 amount to be shown according to proof at trial.

1 126. For the reasons alleged herein, Plaintiffs seek all available remedies
2 pursuant to the PAGA in an amount to be proven at trial including but not limited to
3 penalties, attorneys' fees, costs, and interest pursuant to law.

4 **SEVENTH CAUSE OF ACTION**

5 **Representative Claim under the PAGA for**
6 **Failure to Pay Timely Earned Wages during Employment and**
7 **Upon Separation of Employment in Violation of**
8 **California Labor Code §§ 201, 201.3, 202, 203,**
9 **204 and/or 204b, 218.5, and 218.6**

10 (Against all Defendants)

11 127. Plaintiffs re-allege and incorporate by reference the foregoing allegations
12 as though set forth herein.

13 128. Pursuant to Labor Code § 201, "If an employer discharges an employee,
14 the wages earned and unpaid at the time of discharge are due and payable
15 immediately."

16 129. Pursuant to Cal. Labor Code Labor Code § 201.3, a "Temporary services
17 employer" must pay its employees weekly "due and payable not later than the regular
18 payday of the following calendar week." (Cal. Labor Code § 201.3(b)(1)(A).)

19 130. Pursuant to Labor Code § 202, "If an employee not having a written
20 contract for a definite period quits his or her employment, his or her wages shall
21 become due and payable not later than 72 hours thereafter, unless the employee has
22 given 72 hours previous notice of his or her intention to quit, in which case the
23 employee is entitled to his or her wages at the time of quitting."

24 131. Labor Code § 203 provides, in pertinent part: "If an employer willfully
25 fails to pay, without abatement or reduction, ... any wages of an employee who is
26 discharged or who quits, the wages of the employee shall continue as a penalty from
27 the due date thereof at the same rate until paid or until an action therefore is
28 commenced; but the wages shall not continue for more than 30 days. ..."

1 132. Pursuant to Labor Code § 204, “all wages ... earned by any person in any
2 employment are due and payable twice during each calendar month, on days
3 designated in advance by the employer as the regular paydays.”

4 133. Alternatively, pursuant to Labor Code § 204b, employers must pay its
5 employees on a weekly basis on a regular day determined by the employer as the
6 regular payday.

7 134. Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought for
8 the nonpayment of wages and fringe benefits.

9 135. Plaintiffs were not properly paid pursuant to the requirements of Labor
10 Code §§ 201, 201.3, 202, and 204/204b and thereby seek all remedies available to
11 them.

12 136. To date, for example, Defendants have not paid Plaintiffs all earned wages
13 as required by law.

14 137. Plaintiffs are informed and believe and based thereon allege that
15 Defendants willfully failed to pay Plaintiffs’ wages pursuant to the requirements of
16 Labor Code §§ 201, 202, and 204/204b, after Plaintiffs’ demand and, therefore,
17 Plaintiffs may recover the associated unpaid wages and waiting time penalties.

18 138. Plaintiffs are informed and believe and based thereon allege that
19 Defendants did this with the intent to secure for himself, herself, and itself a discount
20 on its indebtedness and/or with intent to annoy harass, oppress, hinder, delay and/or
21 defraud Plaintiffs.

22 139. At all material times, DEFENDANT EMPLOYER and DOES 1 through
23 50 were and/or are Aggrieved Employees’ employers or persons acting on behalf of
24 Aggrieved Employees’ employer, within the meaning of California Labor Code § 558,
25 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
26 Labor Code or any provision regulating hours and days of work in any Order of the
27 Industrial Welfare Commission and, as such, are subject to penalties for each
28 underpaid employee as set for in Labor Code § 558.

140. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

141. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to full perform their obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

142. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which DEFENDANT EMPLOYER violated Labor Code §§ 201, 202, 203, and 204/204b. The exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

143. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

EIGHTH CAUSE OF ACTION

Representative Claim for PAGA Penalties

For Failure to Maintain and Provide Required Records in Violation of California Labor Code §§ 226, 432, 1174, 1198.5, 2810.5, and the Applicable Wage Order and/or § 1198

(Against all Defendants)

144. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

145. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to "afford current and former employees the right

1 to inspect or copy records pertaining to their employment, upon a reasonable request
2 to the employer...” and subdivision (c), requires employers to produce such records
3 within “21 calendar days from the date of the request.”

4 146. Plaintiff maintains the records requested fall within the meaning of
5 Labor Code § 226 because, among other reasons, the requested documents are
6 “records pertaining to [his] employment.”

7 147. California Labor Code § 432, subdivision (b), requires employers doing
8 business in the State of California to provide current, former employees, and
9 applicants copies of all written instruments they sign upon request.

10 148. Plaintiff maintains the records requested fall within the meaning of
11 Labor Code § 432 because some of the records requested constitute written
12 instruments the Plaintiff signed.

13 149. California Labor Code § 1198.5, *et seq.*, similarly provides current and
14 former employees the right to inspect their employee personnel records and requires
15 the employer to provide the employee access to such records no later than 30 calendar
16 days from the date the employer receives a written request.

17 150. Plaintiff maintains the records requested fall within the meaning of
18 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff’s
19 personnel file within the meaning of Labor Code § 1198.5.

20 151. California Labor Code § 2810.5 requires employers to furnish
21 employees with written notice provided at the time of hire that complies with all
22 aspects of the statute, namely, providing the employee with written notice of their rate
23 of pay, the name of their employer, etc.

24 152. Section 7 of the typical Wage Order requires every employer to
25 maintain time and payroll records.

26 153. As alleged above, Defendants did not provide Plaintiff access to the full
27 contents of Plaintiff’s employee personnel file and/or the records to which Plaintiff
28 has the right to obtain within the meaning of the foregoing statutes in violation of the

1 abovementioned statutes and/or Defendants did not comply with the abovementioned
2 statutes.

3 154. Further, Plaintiffs are informed and believe and based thereon alleges
4 that during all times relevant, Defendants failed to comply with § 7 of the applicable
5 IWC Orders and with Labor Code § 1174 by failing to maintain certain records which
6 employers are required to maintain, including but not limited to, an accurate record
7 indicating the number hours worked by the Plaintiffs, evidenced in part by
8 Defendants failure to provide the named Plaintiff's time records despite his request.

9 155. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
10 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
11 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
12 pay period for each subsequent violation in which all culpable Defendants violated
13 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
14 of the applicable penalty is in an amount to be shown according to proof at trial.

15 156. For the reasons alleged herein, Plaintiffs seek all available remedies
16 pursuant to the PAGA in an amount to be proven at trial including but not limited to
17 penalties, attorneys' fees, costs, and interest pursuant to law.

18 **NINTH CAUSE OF ACTION**

19 **Representative Claim for Penalties via the PAGA**

20 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

21 **Individual and Representative Claim for PAGA Penalties and Wage**

22 **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California**

23 **Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1,**
24 **203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d)**
25 **of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2,**
26 **230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c)**
27 **of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of**
28 **Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602,**

603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

157. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

158. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

159. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

160. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

161. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed

1 against Plaintiffs, and therefore are properly suited to represent the interests of other
2 current and former Represented Employees.

3 162. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
4 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
5 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
6 employee for subsequent violations for all Labor Code provisions for which a civil
7 penalty is not specifically provided.

8 163. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
9 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
10 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
11 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
12 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
13 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
14 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
15 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
16 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
17 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
18 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
19 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
20 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
21 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
22 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
23 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
24 and 6399.7.

25 164. Labor Code § 558 establishes a civil penalty as follows: Any employer
26 or other person acting on behalf of an employer who violates, or causes to be violated,
27 a section of this chapter or any provision regulating hours and days of work in any
28 order of the Industrial Welfare Commission (including the “Hours and Days of Work”

1 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
2 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
3 which the employee was underpaid in addition to an amount sufficient to recover
4 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
5 each underpaid employee for each pay period for which the employee was underpaid
6 in addition to an amount sufficient to recover underpaid wages; and (3) wages
7 recovered pursuant to this section shall be paid to the affected employee.

8 165. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
9 attorneys' fees, costs, civil penalties, and wages on behalf of Plaintiff and other
10 current and former Represented Employees as alleged herein in an amount to be
11 shown according to proof at trial and within the jurisdictional limits of this Court.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 14 1. That Defendants be found liable to the Plaintiffs;
 - 15 2. For all remedies available to the Plaintiffs under the applicable
16 provisions of the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.*
17 including an award of attorneys' fees, costs, interest, liquidated damages, damages,
18 penalties and waiting time penalties according to proof to the extent permitted by law;
 - 19 3. For maximum civil penalties available under the Labor Code and
20 applicable Wage Order as described more particularly in this Complaint,
21 representative PAGA claims including the payment of wages as set forth in Labor
22 Code § 558;
 - 23 4. That Plaintiffs be awarded reasonable attorneys' fees where available by
24 law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of
25 Civil Procedure § 1021.5, and/or other applicable laws; and
 - 26 5. Such other and further relief as this Court may deem proper and just.
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Dated: September 22, 2023

Law Office of
Thomas D. Rutledge

By: Thomas D. Rutledge
/s/Thomas D. Rutledge
Attorneys for Plaintiffs