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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CGC-23-611223

SAIF ALANI, individually and on behalf of all
other aggrieved employees and the State of
California,

Plaintiff,

v.

ASTREYA PARTNERS, INC.; ASTREYA
PARTNERS, LLC; and DOES 1 through 10,
inclusive,

Defendants.

Case No.

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, *ET SEQ.*)**

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/21/2023
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

1 Plaintiff SAIF ALANI (“Plaintiff”), individually and on behalf of other aggrieved employees
2 and the State of California, hereby brings this representative action Complaint pursuant to the Private
3 Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against
4 ASTREYA PARTNERS, INC.; ASTREYA PARTNERS, LLC; and DOES 1 through 10 inclusive
5 (collectively, “Defendants”), and hereby alleges with knowledge with respect to his own acts and on
6 information and belief as to other matters as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of himself and all current and former exempt and non-exempt employees
10 of Defendants employed in California during the PAGA Period (collectively, “Aggrieved
11 Employees”). The term “PAGA Period” is defined as commencing from one year prior to the
12 submission of Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development
13 Agency (“LWDA”) and Defendants through the date of final judgment.

14 2. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
15 Defendants and performed work for Defendants in California.

16 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
17 California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent
18 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
19 wages (including sick pay, vacation pay, minimum, regular, overtime, and/or double time wages),
20 failing to provide compliant meal and rest periods or compensation in lieu thereof, failing to timely
21 pay all wages due upon separation of employment, failing to provide accurate itemized wage
22 statements, failing to maintain accurate records of hours worked, and failing to reimburse business
23 expenses.

24 4. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
25 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California
26 Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections
27 98.6, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 246, 510,
28 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and

1 2804.

2 5. Plaintiff brings this representative action on behalf of himself and other Aggrieved
3 Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2
4 and 2698, *et seq.* against Defendants.

5 **JURISDICTION AND VENUE**

6 6. This Court has jurisdiction over all causes of action asserted herein pursuant to the
7 California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction
8 in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint
9 arises under California law. Further, this is a representative PAGA action and the monetary damages,
10 restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of
11 this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be
12 aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

13 7. This Court has personal jurisdiction over all Defendants because each defendant has
14 sufficient minimum contacts with California, having intentionally availed itself of the California forum
15 so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of
16 fair play and substantial justice.

17 8. Venue in this County is proper under California Business & Professions Code Section
18 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of Defendants'
19 unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants
20 conduct substantial business in this County, and/or Defendants' liability arose in this County.

21 **PARTIES**

22 9. Plaintiff is an individual residing in California. Defendants employed Plaintiff as an
23 employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1)
24 year of the filing of this action. At all times relevant, Defendants employed Plaintiff as a remote
25 employee in California. Specifically, Defendants employed Plaintiff as remote senior network
26 engineer whose job duties to the data center, including but not limited to automation, deployment,
27 troubleshooting, operation, etc., and attending in-person meetings with Defendants' client Dropbox at
28 Dropbox's office in San Francisco from time to time.

1 10. Defendant ASTREYA PARTNERS, INC. is a Delaware corporation, with its principal
2 place of business located in Carson, California. ASTREYA PARTNERS, INC. is, and at all relevant
3 times was, an employer subject to California state wage and hour laws. Plaintiff is informed, believes,
4 and thereon alleges that the practices and policies ASTREYA PARTNERS, INC. that are complained
5 of by way of this Complaint were implemented during the PAGA Period.

6 11. Defendant ASTREYA PARTNERS, LLC is a California limited liability company,
7 with its principal place of business located in Carson, California. ASTREYA PARTNERS, LLC is,
8 and at all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is
9 informed, believes, and thereon alleges that the practices and policies ASTREYA PARTNERS, LLC
10 that are complained of by way of this Complaint were implemented during the PAGA Period.

11 12. Defendants continue to employ exempt and non-exempt employees within California.

12 13. Plaintiff is unaware of the true names and capacities of those Defendants identified as
13 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
14 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
15 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
16 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
17 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
18 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
19 responsible for one or more of the wrongful acts and omissions and some portion of the damages
20 alleged herein.

21 14. At all times relevant hereto, each defendant acted in all respects pertinent to this action
22 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
23 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
24 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
25 the Aggrieved Employees.

26 15. Defendants, each and all of them, at all times relevant, were the joint employers, parent
27 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
28 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining

1 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
2 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
3 of Plaintiff's damages alleged herein.

4 16. There exists a unity of interest in ownership between Defendants and DOES 1 through
5 10, inclusive, such that any individuality and separateness between the individual and the corporation
6 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
7 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
8 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
9 control and dominance over such business; (b) that Defendants were conceived, intended and used by
10 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
11 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
12 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
13 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
14 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
15 principal-agency relationship between and among Defendants.

16 17. At all relevant times, Defendants were agents of each other and acting within the course
17 and scope of their agency.

18 **GENERAL ALLEGATIONS**

19 18. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
20 as employees.

21 19. At all relevant times, Defendants were advised by skilled lawyers, employees and other
22 professionals who were knowledgeable about California wage and hour law, employment and
23 personnel practices, and the requirements of California.

24 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
25 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
26 which violate the Labor Code and IWC Wage Orders.

27 21. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
28 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but

1 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

2 22. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and/or other
3 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
4 pay, overtime and double time wages, and that they were not receiving minimum, regular, overtime,
5 and double time wages for all work that was required to be performed. On information and belief,
6 during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or
7 12 hours per workday and/or over 40 hours per workweek. Defendants' practices and policies deprived
8 Plaintiff and/or other Aggrieved Employees of minimum, regular, overtime, and/or double time wages
9 for work they performed off the clock. Defendants required Plaintiff and/or other Aggrieved
10 Employees to complete work-related tasks off the clock, such as communicating with Defendants and
11 travel time. Furthermore, Defendants rounded Plaintiff and/or other Aggrieved Employees' hours
12 worked, thereby depriving them of wages for all hours worked at the legally mandated rates.
13 Defendants did not compensate Plaintiff and/or other Aggrieved Employees for all hours worked
14 because Plaintiff and/or other Aggrieved Employees were regularly on-duty during their meal and/or
15 rest periods. Finally, Defendants failed to accurately calculate the regular rate of pay by failing to
16 include a remuneration when calculating the rate of pay for overtime, double time, meal and rest period
17 premiums, vacation pay, and sick pay. Accordingly, Defendants failed to pay Plaintiff and/or other
18 Aggrieved Employees the proper sick pay, vacation pay, and minimum, regular, overtime, and double
19 time wages for all hours worked in violation of the Labor Code, the applicable IWC Wage Orders, and
20 California Code of Regulations.

21 23. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
22 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
23 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
24 pay when they did not receive a compliant meal period. Plaintiff and/or other Aggrieved Employees
25 frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to
26 Defendants' practice of understaffing and prioritizing work demands over taking compliant breaks.
27 Defendants also failed to relieve Plaintiff and/or other Aggrieved Employees of all duties during their
28 meal periods. In addition, Defendants failed to authorize and permit and/or make available to Plaintiff

1 and/or other Aggrieved Employees second meal periods when they worked more than 10 hours.
2 Moreover, Defendants rounded Plaintiff and/or other Aggrieved Employees' time punches for meal
3 periods. Accordingly, Defendants failed to authorize and permit and/or make available to Plaintiff
4 and/or other Aggrieved Employees timely, uninterrupted off-duty meal periods for at least 30 minutes
5 when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate
6 Plaintiff and/or other Aggrieved Employees with an additional hour of pay at their regular rate of pay
7 for every day in which they were denied a compliant meal period.

8 **24. Rest Period Violations:** Defendants knew or should have known that Plaintiff and/or
9 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
10 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
11 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
12 and/or other Aggrieved Employees missed their rest breaks or had them interrupted or governed by
13 Defendants' practices and policies. Defendants also failed to relieve Plaintiff and/or other Aggrieved
14 Employees of all duties during their meal periods. Plaintiff and/or other Aggrieved Employees also
15 failed to adopt and implement a practice of providing third rest breaks when Plaintiff and/or other
16 Aggrieved Employees worked over 10 hours. Notwithstanding the above rest break violations,
17 Defendants failed to compensate Plaintiff and/or other Aggrieved Employees with an additional hour
18 of pay at their regular rate of pay for every day in which they suffered a rest period violation.

19 **25. Unreimbursed Business Expenses:** Defendants knew or should have known that
20 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
21 related business expenses. For example, Plaintiff, a remote employee, and other Aggrieved Employees
22 were required to use their personal cell phones to discuss work-related matters with Defendants'
23 representatives and for other work purposes without any reimbursement. In addition, Plaintiff and
24 other Aggrieved Employees who worked remotely were required to incur costs for home internet
25 service, electricity, and the purchase and/or maintenance of all hardware used for work-purposes,
26 including laptops, keyboards, mice, and Bluetooth headsets, used by the employees in the discharge
27 of their job duties without any reimbursement. Furthermore, Defendants failed to reimburse Plaintiff
28 and other Aggrieved Employees for the costs associated with using their personal vehicles to carry out

1 their job duties, including but not limited to costs for mileage incurred to meet with Defendants'
2 clients. Specifically, Defendants required Plaintiff, a remote employee, to drive his personal vehicle
3 from his residence in Sacramento to Dropbox's office in San Francisco multiple times without
4 reimbursement.

5 **26. Failure to Permit Aggrieved Employees to Use Accrued and Available Sick Leave:**
6 During the PAGA Period, Defendants failed to permit Plaintiff and/or Aggrieved Employees to use
7 their accrued and available sick leave entitlement.

8 **27. Failure to Provide Sick Pay at the Proper Rate of Pay:** During the PAGA Period,
9 Defendants failed to provide Plaintiff and/or Aggrieved Employees sick pay at the legally mandated
10 rate.

11 **28. Failure to Provide Accrual of Vacation Wages and Pay Vested Vacation Wages:**
12 During the PAGA Period, Defendants failed to provide to Plaintiff and/or Aggrieved Employees
13 accrual of vacation wages and failed to pay to Plaintiff and/or Aggrieved Employees vested vacation
14 wages.

15 **29. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
16 other Aggrieved Employees who separated from their employment with Defendants during the
17 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
18 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
19 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
20 rest period premiums, and reimburse expenses.

21 **30. Wage Statement Violations:** Defendants knew or should have known that Plaintiff
22 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
23 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
24 not furnished with complete and accurate wage statements that show all information required by Labor
25 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
26 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
27 worked at each hourly rate.

28 **31. Failure to Keep Accurate Records:** Defendants knew or should have known that

Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts, and/or omissions described throughout this Complaint.

32. **Retaliation for Engaging in Protected Activity:** During the PAGA Period, Plaintiff and/or other Aggrieved Employees engaged in quintessential protected activity by making complaints to Employer regarding workplace conditions they reasonably believed to be illegal. Shortly after Plaintiff and/or other Aggrieved Employees engaged in protected activity, Employer discriminated, retaliated, and/or took adverse actions against Plaintiff and/or other Aggrieved Employees, including, without limitation, terminating Plaintiff's employment.

33. Defendants' conduct, acts, and/or omissions described throughout this Complaint were willful.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(CAL. LAB. CODE §§ 2698, *ET SEQ.*)

(Against All Defendants)

34. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though fully set forth herein.

35. Under Labor Code Section 2699(a), 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, can 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 Section 2699.3.

36. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

37. On September 26, 2023, Plaintiff gave written notice of the specified provisions alleged

1 to have been violated, including the facts and theories to support the alleged violations, as required by
2 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
3 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
4 More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA without notice
5 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
6 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
7 himself and all other Aggrieved Employees under PAGA.

8 38. For all provisions of the Labor Code except those for which a civil penalty is
9 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
10 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
11 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
12 Defendants violated these provisions of the Labor Code.

13 39. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
14 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
15 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
16 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
17 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
18 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
19 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
20 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
21 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
22 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
23 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
24 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
25 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
26 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
27 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
28 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,

1 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

2 40. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
3 of an employer who violates, or causes to be violated, a section of this chapter or any provision
4 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
5 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
6 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
7 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
8 employee was underpaid.”

9 41. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
10 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
11 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
12 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
13 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
14 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
15 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
16 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

17 42. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
18 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
19 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
20 violation in a subsequent citation, for which the employer fails to provide the employee a wage
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
22 penalties provided for in this section are in addition to any other penalty provided by law.”

23 43. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
24 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
25 to employees.

26 44. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
27 numerous Labor Code sections including, but not limited to, the following:

28 (a) Violation of Labor Code Sections 201-204, 206, 210, 221, 223, 227.3, 246, 510,

1 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
2 regular, overtime, and double time wages), sick pay, and vacation pay owed to Plaintiff and other
3 Aggrieved Employees during employment and upon separation of employment;

4 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
5 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
6 meal periods;

7 (c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to
8 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

9 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
10 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

11 (e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to
12 calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other
13 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
14 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other Aggrieved
15 Employees' total hours worked in the full pay periods of the prior 90 days of employment, in violation
16 of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy
17 Families Act of 2014;

18 (f) Violation of Labor Code Section 227.3 for failure to provide to Plaintiff and/or
19 Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or Aggrieved
20 Employees vested vacation wages;

21 (g) Violation of Labor Code Sections 221 and 223 for secretly paying Plaintiff
22 and/or Aggrieved Employees less than the statutory or contractual rate;

23 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
24 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

25 (i) Violation of Labor Code Sections 2800, 2802, and 2804 for failure to reimburse
26 business expenses to Plaintiff and other Aggrieved Employees;

27 (j) Violation of Labor Code Sections 98.6, 232.5(c), and 1102.5 for discriminating,
28 retaliating, and/or taking adverse actions against Plaintiff and Aggrieved Employees for making

complaints to Defendants regarding workplace conditions they reasonably believed to be illegal; and
(k) Violation of Labor Code Section 1199 for each of the foregoing Labor Code violations.

45. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.

46. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited above.

47. Plaintiff is an “aggrieved employee” because she was employed by Defendants and had one or more of the alleged violations committed against Plaintiff, and therefore is properly suited to represent the interests of all other aggrieved employees.

48. Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under the PAGA.

49. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil Procedure Section 1021.5, Plaintiff is entitled to attorneys’ fees and costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the other Aggrieved Employees, prays for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section 1021.5; and

3. For such other relief the Court deems just and proper.

1 Dated: December 21, 2023

TORUS LLP

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4 By: _____

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