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8 Attorneys for Plaintiff ROBERT GIBBS  
on behalf of the State of California,  
9 and others similarly situated and aggrieved

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 ROBERT GIBBS, on behalf of the State of  
California, and others similarly situated and  
13 aggrieved,

14 Plaintiff,

15 v.

16  
17 TOPANGA SOCIAL MANAGER, LLC, a  
Florida Limited Liability Company; and  
18 DOES 1-100, inclusive,

19 Defendants.

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

Case No.: **23ST CV 29084**

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

1 Plaintiff, ROBERT GIBBS, (“PLAINTIFF”), an individual on behalf of PLAINTIFF, the  
2 State of California, and all other Aggrieved Employees (as defined below), hereby files this  
3 Complaint against Defendants TOPANGA SOCIAL MANAGER, LLC, a Florida Limited Liability  
4 Company; and DOES 1-100, inclusive, (collectively referred to herein as “DEFENDANTS”).  
5 PLAINTIFF is informed and believes and thereon alleges as follows:

### 6 **INTRODUCTION**

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

### 12 **JURISDICTION AND VENUE**

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

15 3. Venue is proper in the County of Los Angeles pursuant to sections 395 and 395.5 of  
16 the California Code of Civil Procedure section 395.5 because DEFENDANTS transact business  
17 within this judicial district and conduct alleged by PLAINTIFF herein occurred in this this judicial  
18 district. See also *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal. App. 5th 1069  
19 (venue in a PAGA action is proper in any county where the defendants committed Labor Code  
20 violations against some of its employees). Venue is also proper pursuant to section 393 of the  
21 California Code of Civil Procedure because the cause, or some part of the cause, arose in the County  
22 of Los Angeles.

### 23 **THE PARTIES**

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

26 5. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for  
27 DEFENDANTS as a non-exempt employee with a job title(s) of receiver and utility supervisor,  
28 maintenance person and/or a similar title(s) and/or job position(s) from on or around April 15, 2023,

1 through on or around July 3, 2023. PLAINTIFF worked for DEFENDANTS at DEFENDANTS'  
2 facilities located in the Westfield Mall in the Canoga Park neighborhood of Los Angeles, California.  
3 PLAINTIFF regularly worked at least eight (8) hours per day.

4 6. Defendant TOPANGA SOCIAL MANAGER, LLC, is a Florida Limited Liability  
5 Company that, at all relevant times, was authorized to do business within the State of California and  
6 is doing business in the State of California.

7 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the in-  
8 house restaurants, culinary spaces, bars, eateries, food places, event spaces, offices, facilities and/or  
9 other locations and/or other location(s) in California, including but not limited to the in-house  
10 restaurants, culinary spaces, bars, eateries, food places, event spaces, offices, facilities and/or other  
11 locations in the Canoga Park neighborhood and/or other neighborhoods in Los Angeles, California.  
12 DEFENDANTS operate under including but not limited to, the name "Topanga Social."  
13 DEFENDANTS, through its various locations, serve the restaurant and/or hospitality industry.<sup>1</sup>

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

20 9. PLAINTIFF is further informed and believes that, at all relevant times, each  
21 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,  
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
24 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all  
25 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this  
26 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant  
27 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant

28 <sup>1</sup> See <https://www.eatplaytopangasocial.com/>. Last visited on November 28, 2023.

1 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,  
2 controlled, aided and abetted the conduct of all other Defendants.

### 3 JOINT LIABILITY

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

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

28 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times

1 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized  
2 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices  
3 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same  
4 policies and practices regardless of the location(s) where they worked. Among other things,  
5 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,  
6 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control  
7 over the day-to-day operations and employment matters, including the power to hire and fire, set  
8 schedules, issue employee policies, and determine rates of compensation across its locations in  
9 California; (3) DEFENDANTS utilize the same policies and procedures for all California  
10 employees, including issuing the same employee handbooks and other form agreements; (4)  
11 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee  
12 employment matters; and, (6) DEFENDANTS share employees.

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

19 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a  
20 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,  
21 time-keeping practices, meal and rest periods, reimbursement of business expenses and other  
22 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved  
23 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of  
24 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively  
25 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of  
26 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's  
27 and other Aggrieved Employees' employment with or without cause. Upon information and belief,  
28 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in

1 writing the details of their compensation, and the manner in which they were to take meal and rest  
2 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked  
3 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS  
4 collectively would evaluate their wage rates.

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

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

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

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

### 22 **PAGA ALLEGATIONS**

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

26 All current and former non-exempt employees that worked either  
27 directly or via a staffing agency for any one or more of the  
28 DEFENDANTS at any location in California at any time from one

1 year plus 65 days from the filing of the initial Complaint through the  
2 present (“PAGA Period”).

3 20. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code  
4 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory  
5 limitations period and suffered one or more of the Labor Code violations set forth herein.  
6 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved  
7 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.  
8 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved  
9 Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by  
10 one or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23  
11 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations  
12 committed by the employer – regardless of whether Plaintiff experienced all violations personally.  
13 *Id.* at 760-761.

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

15 21. PLAINTIFF, on September 15, 2023, through counsel, gave written notice by online  
16 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that  
17 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged  
18 in this Complaint (“PAGA Notice”).

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

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

27 24. PLAINTIFF seeks to recover the PAGA civil penalties through a representative  
28 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46

1 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

2 **FACTUAL ALLEGATIONS**

3 25. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,  
4 worked for DEFENDANTS in the State of California. At all times referenced herein,  
5 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees, and suffered and/or  
6 permitted them to work.

7 26. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for  
8 DEFENDANTS as a non-exempt employee with a job title(s) of receiver and utility supervisor,  
9 maintenance person and/or a similar title(s) and/or job position(s) from on or around April 15, 2023,  
10 through on or around July 3, 2023. PLAINTIFF worked for DEFENDANTS at DEFENDANTS'  
11 facilities located in the Westfield Mall in the Canoga Park neighborhood of Los Angeles, California.

12 27. PLAINTIFF regularly worked at least eight (8) hours per day. DEFENDANTS paid  
13 PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked.

14 28. Based on information and belief, PLAINTIFF and other Aggrieved Employees also  
15 earned tips.

16 29. Based on further information and belief, PLAINTIFF and other Aggrieved  
17 Employees also earned non-discretionary bonuses/incentive pay/supplemental pay (e.g. "Sup  
18 Wage") and/or shift differential pay and/or other non-discretionary compensation.

19 30. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an  
20 hourly basis for time counted by DEFENDANTS as hours worked.

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

28 32. Based on information and belief, DEFENDANTS implemented a policy and/or

1 practice of rounding meal period start and end times and/or automatically deducting at least thirty  
2 minutes per shift for meal periods, despite having actual and/or constructive knowledge that  
3 PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during  
4 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving  
5 PLAINTIFF and Aggrieved Employees of all wages owed.

6 33. Based on information and belief, Aggrieved Employees were not paid for all hours  
7 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours  
8 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-  
9 the clock work policies and/or practices.

10 34. For example, based on information and belief, DEFENDANTS did not compensate  
11 Aggrieved Employees for time spent donning and doffing personal protective equipment and/or  
12 uniforms (e.g., rubber gloves, hairnets, aprons, hats, and/or face masks) during meal periods, before  
13 the start of a scheduled shift, and/or after completing a scheduled shift, resulting in the  
14 underpayment of wages owed to Aggrieved Employees.

15 35. Based on information and belief, DEFENDANTS required Aggrieved Employees to  
16 be at their assigned workstations at the start of a scheduled shift, thereby forcing Aggrieved  
17 Employees to bestow their personal items in the employee storage area prior to clocking in for the  
18 start of their shifts and/or gather work-related equipment and/or safety gear, make any necessary  
19 adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work  
20 clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their  
21 scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock  
22 work.

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

27 37. Based on information and belief, Aggrieved Employees were required to complete  
28 other off-the-clock work tasks after clocking out for the end of their shifts and/or during

1 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum  
2 and overtime wages owed to Aggrieved Employees.

3 38. For example, PLAINTIFF was typically if not always required to clock out for the  
4 end of his shift but to continue performing work tasks, such as, but not limited to, checking the  
5 loading dock for trucks and/or completing other off-the-clock work tasks, resulting in at least  
6 approximately five (5) minutes of post-shift off-the-clock work during most if not all workdays  
7 PLAINTIFF worked during PLAINTIFF's employment.

8 39. Based on information and belief DEFENDANTS also required other Aggrieved  
9 Employees to clock out for the end of their shifts but to continue working due to the need to  
10 return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates  
11 and/or debriefings and/or participate in work meetings, respond to work-related communications  
12 and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages  
13 and overtime wages owed to Aggrieved Employees.

14 40. PLAINTIFF and other Aggrieved Employees were required to perform other off-the-  
15 clock work for which they were not compensated.

16 41. For example, based on information and belief, at times, DEFENDANTS'  
17 biometric/electronic employee time-keeping system malfunctioned such that Aggrieved Employees  
18 were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to  
19 clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from  
20 meal periods, resulting in off-the-clock work and the underpayment of wages owed to Aggrieved  
21 Employees. Based on information and belief, Aggrieved Employees experienced the same issues  
22 when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS'  
23 control was not recorded and not compensated and resulted in unpaid minimum wages owed to  
24 Aggrieved Employees.

25 42. Moreover, based on information and belief, Aggrieved Employees who opened their  
26 work location(s) were required to first unlock the doors, turn on all the lights in the restaurant/facility  
27 and/or deactivate the alarm before clocking in for work, resulting in pre-shift off-the-clock work  
28 and the underpayment of wages owed to Aggrieved Employees. Based on further information and

1 belief, Aggrieved Employees in charge of closing their location(s) were required to first clock out  
2 for their shifts before enabling the alarm, turning off all the lights in the facility and/or locking the  
3 doors. This resulted in additional off-the-clock post-shift work that was not compensated and the  
4 underpayment of wages owed to Aggrieved Employees.

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

8 44. Based on information and belief, at times, DEFENDANTS require/required  
9 Aggrieved Employees to travel between DEFENDANTS' facilities and/or locations and/or  
10 otherwise travel for work purposes without compensating Aggrieved Employees for the travel time.

11 45. Based on information and belief, at times, Aggrieved Employees were required to  
12 complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or  
13 messages they received to their phones/mobile devices and were required to respond to, including  
14 but not limited to, communications from supervisors regarding scheduling and/or other work tasks,  
15 resulting in the underpayment of wages owed to Aggrieved Employees.

16 46. PLAINTIFF also alleges that DEFENDANTS would unlawfully edit the clock in and  
17 out times for his and other Aggrieved Employees' meal periods in order to display at least a thirty  
18 minute off-duty meal period during most if not all shifts worked, notwithstanding the fact that  
19 DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required  
20 PLAINTIFF and other Aggrieved Employees' to perform work-related tasks during their meal  
21 periods, resulting in DEFENDANTS' failure to pay PLAINTIFF and other Aggrieved Employees  
22 for all hours worked and the underpayment of wages owed to PLAINTIFF and other Aggrieved  
23 Employees.

24 47. Based on information and belief, DEFENDANTS failed to pay PLAINTIFF and  
25 other Aggrieved Employees the applicable minimum wage for the county and/or city within which  
26 the Aggrieved Employee worked in California.

27 48. For example, based on information and belief, DEFENDANTS failed to pay  
28 PLAINTIFF and other Aggrieved Employees working in DEFENDANTS' facilities located in the

1 city of Los Angeles and/or within an unincorporated area of the county of Los Angeles, at the  
2 applicable minimum wage rate(s) in effect for the city and/or county of Los Angeles, and as such  
3 failed to pay all owed minimum wages.

4 49. For example, based on information and belief, DEFENDANTS paid PLAINTIFF an  
5 hourly rate of \$16.00 which was below the minimum wage rate in effect for the city and/or county  
6 of Los Angeles. See Section 187.02(d) of the Los Angeles Municipal Code (increasing the minimum  
7 wage rate, effective July 1, 2023, by \$.74 for a new minimum wage rate of \$16.78 per hour) and  
8 Los Angeles County Minimum Wage Ordinance section 8.100.040 (increasing the minimum wage  
9 rate for the unincorporated areas of Los Angeles to \$16.90 per hour).

10 50. Moreover, based on information and belief, DEFENDANTS failed to pay  
11 PLAINTIFF and/or other Aggrieved Employees split shift premium wages when they worked split  
12 shifts during the relevant period. For example, based on information and belief, at times,  
13 DEFENDANTS required PLAINTIFF and/or other Aggrieved Employees to work two separate  
14 shifts in the same day. Based on information and belief, DEFENDANTS failed to pay PLAINTIFF  
15 and/or other Aggrieved Employees split shift compensation whenever PLAINTIFF's and/or other  
16 Aggrieved Employees' work schedules were interrupted by non-paid non-working periods  
17 established by DEFENDANTS, which resulted in a violation of the applicable Wage Order (See  
18 section 4 of all applicable Wage orders, "When an employee works a split shift, one (1) hour's pay  
19 at the minimum wage shall be paid in addition to the minimum wage for that workday...). See, also,  
20 Cal. Code Regs. Tit. 8, § 11050 (when an employee works a split shift, one (1) hour's pay at the  
21 minimum wage shall be paid in addition to the minimum wage for that workday, except when the  
22 employee resides at the place of employment). DEFENDANTS also failed to separately itemize  
23 these split shift premium wages on PLAINTIFF's and/or other Aggrieved Employees' wage  
24 statements, in violation of Labor Code sections 510, 1194 and all applicable IWC Wage Orders.  
25 See, [https://www.dir.ca.gov/dlse/split\\_shift.htm](https://www.dir.ca.gov/dlse/split_shift.htm). (The employer must itemize the premium  
26 payment on the pay stub provided to the employee, and it should be shown as a separate category  
27 such as "Split Shift Premium" and should not be lumped into another category such as wages, bonus,  
28 etc. DEFENDANTS failed to separately account for the split shift premiums earned by PLAINTIFF

1 and/or other Aggrieved Employees on their wage statements.

2 51. Based on information and belief, DEFENDANTS failed to pay Aggrieved  
3 Employees for time they were required to spend completing orientation, policy questionnaires,  
4 and/or time spent completing the onboarding process including but not limited to reviewing various  
5 documents and policies provided by DEFEDANTS. Based on information and belief, this work time  
6 was completed off-the-clock and was not compensated.

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

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

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

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

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

1           57.     Based on information and belief, DEFENDANTS failed to incorporate all non-  
2 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive  
3 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used  
4 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime  
5 wages owed to PLAINTIFF and other Aggrieved Employees.

6           58.     For example, based on information and belief, PLAINTIFF and other Aggrieved  
7 Employees earned non-discretionary bonuses/incentive pay/supplemental pay (e.g. "Sup Wage")  
8 and/or shift differential pay and/or other non-discretionary compensation during pay periods in  
9 which they worked overtime, yet DEFENDANTS failed to incorporate all non-discretionary  
10 compensation into the regular rate(s) used to calculate the owed overtime rate(s), resulting in the  
11 miscalculation and underpayment of overtime wages owed to PLAINTIFF and other Aggrieved  
12 Employees.

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

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

27           61.     For example, based on information and belief, DEFENDANTS required PLAINTIFF  
28 and other Aggrieved Employees to monitor cell phones, walkie-talkies, pagers and/or other work

1 communication devices and/or otherwise remain on duty during purportedly off-duty meal periods.  
2 As such, PLAINTIFF and other Aggrieved Employees were not relieved of all duties and  
3 DEFENDANTS' control during unpaid meal periods, resulting in denied meal periods and  
4 DEFENDANTS' failure to compensate PLAINTIFF and other Aggrieved Employees for all hours  
5 worked.

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

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

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

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

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

26 67. For example, based on information and belief, when PLAINTIFF and other  
27 Aggrieved Employees worked shifts lasting longer than ten (10) and/or twelve (12) hours, they were  
28 not provided with a second, thirty-minute, uninterrupted meal period before the end of the tenth

1 hour of work.

2       68.     Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and  
3 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further  
4 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor  
5 did DEFENDANTS have any sort of compliant policy in practice.

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

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

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

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

27       73.     PLAINTIFF and other Aggrieved Employees were not adequately informed,  
28 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California

1 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to  
2 the taking or timing of duty-free rest periods.

3 74. Based on information and belief, DEFENDANTS did not have a have a compliant  
4 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in  
5 practice.

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

10 76. For example, based on information and belief, DEFENDANTS required PLAINTIFF  
11 and other Aggrieved Employees to monitor cell phones, walkie-talkies, pagers and/or other work  
12 communication devices and/or otherwise remain on duty during any rest periods. As such,  
13 PLAINTIFF and other Aggrieved Employees were not relieved of all duties and DEFENDANTS'  
14 control during any rest periods, in violation of California rest period law.

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

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

21 79. Based on information and belief, DEFENDANTS implemented policies and/or  
22 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and  
23 DEFENDANTS' control during rest periods.

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

27 81. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in  
28 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in

1 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each  
2 workday a proper rest period was not provided and/or failed to pay the proper rest period premium  
3 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,  
4 shift differential pay, and/or other non-discretionary compensation into the regular rate of  
5 compensation for purposes of calculating the owed rest period premium.

6       **82. Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC  
7 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the  
8 Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the  
9 toilet rooms and shall be available to employees during work hours.”

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

19       **84.** DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities  
20 during their hours of work, particularly during meal and/or rest periods.

21       **85.** DEFENDANTS’ failure to provide suitable resting facilities to Aggrieved  
22 Employees violated and continue to violate the applicable Wage Order, section 13(B) and the  
23 California Labor Code, including but not limited to section 1198.

24       **86. Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to  
25 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied  
26 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved  
27 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements  
28 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to

1 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all  
2 applicable hourly rates in effect during the pay period and the corresponding number of hours  
3 worked at each hourly rate by the employee.

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

12 88. Separately, and independent of the above allegations, based on information and  
13 belief, DEFENDANTS issued wage statements to Aggrieved Employees that failed to list the total  
14 hours worked, in violation of including but not limited to, Labor Code section 226 (a)(2).

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

19 90. For example, DEFENDANTS' wage statement issued to PLAINTIFF for pay period  
20 beginning on 7.3.23 and ending on 7.16.23 lists a category for "Sup Wage" showing earnings of  
21 \$72.83 for that category for the pay period. However, DEFENDANTS' wage statement fails to  
22 identify the rate and/or total number of "Sup Wage" hours worked, thereby failing to list all  
23 applicable hourly rates in effect and the number of hours worked at each rate, in violation of  
24 including but not limited to, Labor Code section 226(a)(9). Based on further information and belief,  
25 DEFENDANTS failed to incorporate this "Sup Wage" compensation into PLAINTIFF's and other  
26 Aggrieved Employees' regular rate of pay for purposes of calculating the owed overtime rate,  
27 resulting in DEFENDANTS' failure to list the proper overtime rate on PLAINTIFF and other  
28 Aggrieved Employees' wages statements, in violation of, including but not limited to, Labor Code

1 Section 226(a)(9).

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

6 92. Based on information and belief, wage statements issued by DEFENDANTS failed  
7 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

8 93. For example, based on information and belief, at times, DEFENDANTS issued wage  
9 statements to Aggrieved Employees containing payment for hours worked during previous pay  
10 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate pay  
11 period for that retroactive pay, further failing to list the total hours worked for the pay period,  
12 including but not limited to, the total hours worked for the pay period the retroactive pay corresponds  
13 with.

14 94. For example, DEFENDANTS' wage statements provided to PLAINTIFF, including  
15 but not limited to, for pay date of July 1, 2022, list a category for "Retro" pay without including the  
16 inclusive dates of the accurate pay period for that "Retro" pay, further failing to list the total hours  
17 worked for the pay period, including but not limited to, the total hours worked for the pay period  
18 the retroactive pay corresponds with, in violation of including but not limited to, Labor Code  
19 sections 226(a)(2) and/or 226(a)(6).

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

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

26 97. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved  
27 Employees that were not accurate and did not include all of the statutorily required information. As  
28 such, DEFENDANTS violated Labor Code section 226.

1           98.     **Unlawful Deductions.** Labor Code section 221 prohibits an employer from  
2 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer  
3 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions  
4 from Aggrieved Employees paychecks during the relevant period including but not limited to,  
5 deducting costs of uniforms and/or other business costs and/or deducting wages for purported  
6 overpayments from previous pay periods and/or unlawfully deducting wages for negligently  
7 damaged property. Such a practice is in violation of including but not limited to, Labor Code  
8 Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

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

17           100.    DEFENDANTS have failed and continue to fail to keep accurate and complete  
18 records showing total hours worked by virtue of DEFENDANTS’ time rounding, automatic meal  
19 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and  
20 employer control during unpaid meal periods, failure to record the true start and end times of meal  
21 periods, shift start times and shift end times, and other off-the-clock work policies and practices  
22 described herein.

23           101.    **Unreimbursed Business Expenses.** Based on information and belief,  
24 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses  
25 as a direct consequence of the performance of their job duties without providing reimbursement, in  
26 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other  
27 Aggrieved Employees were improperly required to provide and maintain work tools that are  
28 supposed to be the responsibility of the employer.

1           102. Based on information and belief, DEFENDANTS shifted the costs of doing business  
2 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited  
3 to, uniforms/work clothing/work shoes, personal protective/safety gear and/or the use of Aggrieved  
4 Employees' and EXEMPT AGGRIEVED EMPLOYEES' personal mobile phone and data usage  
5 for work related purposes including but not limited to receiving and responding to work related  
6 messages and/or phone calls.

7           103. For example, on information and belief, Aggrieved Employees received  
8 calls/messages to their personal cell phones/mobile devices from supervisors and/or other  
9 Aggrieved Employees regarding scheduling and/or other work tasks but were not provided any  
10 and/or full reimbursement from DEFENDANTS for this personal cell phone use. Based on  
11 information and belief, Aggrieved Employees were not reimbursed for the cost of using their  
12 personal phone for work related purposes and/or the cost of purchasing and/or maintaining work  
13 uniforms/work clothing/work shoes, personal protective/safety gear.

14           104. For example, based on information and belief, Aggrieved Employees were not  
15 reimbursed for the costs of purchasing and/or maintaining work uniforms/work clothing/work shoes,  
16 personal protective/safety gear, such as, but not limited to, face masks, gloves, hairnets and/or work  
17 shoes. For example, PLAINTIFF was required to purchase slip-resistant shoes that DEFENDANTS  
18 required PLAINTIFF wear for work, however, DEFENDANTS failed to provide any and/or full  
19 reimbursement to PLAINTIFF for these business expenses.

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

26           106. As explained above, based on information and belief, Aggrieved Employees were  
27 not reimbursed for the cost of using their personal phone for work related purposes and/or the cost  
28 of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal

1 protective/safety gear.

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

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

11 109. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,  
12 provides as follows:

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

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

26 112. Based on information and belief, DEFENDANTS have a policy and practice of  
27 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,  
28 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to

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

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

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

13       115.   **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed  
14 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS  
15 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the  
16 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the  
17 accrued sick leave hours on the correct number of hours worked (as a result of the  
18 rounding/automatic deduction policies and practices for meal periods and/or shift start and end  
19 times/other required off-the-clock work including but not limited to unpaid meal periods) and by  
20 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but  
21 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary  
22 compensation into the sick leave pay rate calculation.

23       116.   Upon information and belief, DEFENDANTS further failed to place PLAINTIFF  
24 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their  
25 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,  
26 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to  
27 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.  
28 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of

1 used sick leave and the balance of paid sick leave.

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

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

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

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

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

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

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

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

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

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

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

19 126. **Violation of Labor Code section 351 and 353.** Labor Code Section 351 prohibits  
20 employers and their agents from sharing in or keeping any portion of a gratuity left for or given to  
21 one or more employees by a patron. Furthermore, it is illegal for employers to make wage deductions  
22 from gratuities, or from using gratuities as direct or indirect credits against an employee's  
23 wages. Labor Code Section 353 mandates employers to keep accurate records of all gratuities  
24 received.

25 127. Based on information and belief, DEFENDANTS failed to ensure that Aggrieved  
26 Employees fully received the gratuities left for them by patrons, in that DEFENDANTS' and its  
27 agents would collect and/or take a portion of the gratuities for themselves, in violation of Labor  
28 Code Section 351. Based on further information and belief, DEFENDANTS also failed to keep

1 accurate records of all tips received, in violation of Labor Code Section 353. Based on information  
2 and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to  
3 Aggrieved Employees by the next regular payday following the credit card payment, in violation of  
4 Labor Code section 351.

5 128. Based on information and belief, DEFENDANTS charges an additional service  
6 charge to its customers/patrons. Customers are led to believe that the service charge will be paid to  
7 DEFENDANTS' Aggrieved Employees. Instead, DEFENDANTS keep a majority (if not the  
8 entirety) of the service charge, thereby depriving Aggrieved Employees of the service  
9 charge/gratuity that is left by the patron/customer for the Aggrieved Employees. *See O'Grady v*  
10 *Merchant Exchanges Production, Inc.*, 41 Cal.App.5<sup>th</sup> 771, 790 (a mandatory service charge can  
11 constitute a gratuity that is intended to the employees providing the service).

12 129. Pursuant to PAGA, DEFENDANTS are liable for penalties of \$100 per pay period  
13 payable to each Aggrieved Employee for the first violation of Labor Code Sections 351 and 353  
14 they experienced within the statutory period, and \$200 per pay period for each additional violation.

15 130. **Failure to Pay Vested Vacation/Paid Time Off:** Based on information and belief,  
16 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow  
17 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or  
18 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation  
19 pay/paid time off paid at the final rate including non-discretionary compensation, including but not  
20 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation  
21 of California law, including but not limited to, Labor Code section 227.3.

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

27 132. Upon separation of employment, Aggrieved Employees' final paychecks were not  
28 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.

1 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed  
2 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,  
3 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly  
4 accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate  
5 including non-discretionary compensation, including but not limited to, shift differentials).

6 133. For example, PLAINTIFF was terminated on or around July 3, 2023, however,  
7 PLAINTIFF's final paycheck is dated July 21, 2023, and PLAINTIFF's late final paycheck was  
8 devoid of all wages owed, including without limitation, all owed minimum wages, overtime wages,  
9 premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued  
10 rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including  
11 non-discretionary compensation, including but not limited to, shift differentials).

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

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

24 136. Based on information and belief, DEFENDANTS have a policy and practice of  
25 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place  
26 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the  
27 office or agency of DEFENDANTS in the county where the work was performed, in violation of  
28 Labor Code Section 208.

1           **137. Violation of Labor Code Sections 2100-2112.** Pursuant to Labor Code Sections  
2 2100–2112, employers with one hundred (100) or more employees at a single warehouse  
3 distribution center, or one thousand (1,000) or more employees at one or more warehouse  
4 distribution centers in California are required to provide nonexempt employees, upon hire, with a  
5 written description of each quota they are subject to (e.g., quantified number of tasks to be performed  
6 or materials to be handled) within a defined period of time and any potential adverse employment  
7 action that may result from failure to meet the quota. Labor Code Section 2102 (see below) prohibits  
8 adverse employment actions against employees who fail to meet their quota if the quota was not  
9 properly disclosed to the employee and prohibits quotas that prevent an employee from taking his  
10 or her meal or rest breaks, use of restrooms, or that interfere with compliance with California’s  
11 occupational health and safety laws.

12           138. Labor Code Section 2101 provides:

13           139. Each employer shall provide to each employee, upon hire, or within 30 days of the  
14 effective date of this part, a written description of each quota to which the employee is subject,  
15 including the quantified number of tasks to be performed or materials to be produced or handled,  
16 within the defined time period, and any potential adverse employment action that could result from  
17 failure to meet the quota.

18           140. Labor Code Section 2102 provides:

19           141. An employee shall not be required to meet a quota that prevents compliance with  
20 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from  
21 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.  
22 An employer shall not take adverse employment action against an employee for failure to meet a  
23 quota that does not allow a worker to comply with meal and rest periods, or occupational health and  
24 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been  
25 disclosed to the employee pursuant to Section 2101.

26           142. Labor Code Section 2104 provides in pertinent part:

27           143. (a)(1) If a current or former employee believes that meeting a quota caused a  
28 violation of their right to a meal or rest period or required them to violate any occupational health

1 and safety laws in the Labor Code or division standards, they have the right to request, and the  
2 employer shall provide, a written description of each quota to which the employee is subject and a  
3 copy of the most recent 90 days of the employee's own personal work speed data.

4 144. (2) If a former employee requests a written description of the quotas to which they  
5 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the  
6 employer shall provide 90 days of the former employee's quotas and personal work speed data for  
7 the 90 days prior to the date of the employee's separation from the employer.

8 145. (b) An employer that receives a written or oral request for information pursuant to  
9 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar  
10 days from the date of the request.

11 146. Based on information and belief, during the relevant period, DEFENDANTS  
12 employed 100 or more Aggrieved Employee at a single warehouse distribution center and/or  
13 employed 1,000 or more Aggrieved Employee at one or more distribution centers in California  
14 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the  
15 relevant period.

16 147. Based on information and belief, DEFENDANTS had/have a policy and practice of  
17 failing to provide Aggrieved Employee, upon hire, with a written description of each quota they are  
18 subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a  
19 defined period of time and any potential adverse employment action that may result from failure to  
20 meet the quota. Based on further information and belief, DEFENDANTS had/have a policy and  
21 practice of subjecting Aggrieved Employee to quotas that prevented those Aggrieved Employee  
22 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with  
23 compliance of California's occupational health and safety laws.

24 148. Based on further information and belief, DEFENDANTS have/had a policy and  
25 practice of subjecting Aggrieved Employee to adverse employment actions for failure to meet a  
26 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to  
27 comply with meal and rest period laws and/or occupational health and safety laws, in violation of  
28 Labor Code section 2102.

1           149. Based on information and belief, DEFENDANTS failed and continue to fail to timely  
2 produce upon written and/or oral request by current and/or former Aggrieved Employee of the belief  
3 that meeting a quota caused a violation of their right to a meal or rest period and/or required them  
4 to violate any occupational health and safety laws, a written description of each quota to which the  
5 employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employee's own  
6 personal work speed data.

7           150. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor  
8 Code section 2100-2112 as to Aggrieved Employee and are subject to civil penalties.

9           151. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

10           Unlawful Agreements/ Unlawful Financial and Criminal Background Checks.

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

18           153. Labor Code section 432.6(a), provides that "a person shall not, as a condition of  
19 employment, continued employment, or the receipt of any employment-related benefit, require any  
20 applicant for employment or any employee to waive any right..."Based on information and belief,  
21 DEFENDANTS required Aggrieved Employee to sign meal period waivers that were universally  
22 signed as a condition of employment, including but not limited to, during the onboarding process.  
23 By requiring Aggrieved Employee to sign unlawful meal period waivers as a condition of obtaining  
24 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these  
25 invalid waivers are otherwise unlawful under Labor Code section 432.6.

26           154. Based on information and belief, DEFENDANTS ordered unlawful financial credit  
27 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved  
28 Employees to provide ongoing written consent to the unlawful credit checks as a condition of

1 employment, in violation of California and Federal law, which results in a further violation of Labor  
2 Code section 432.5.

3 155. Based on information and belief, DEFENDANTS also required Aggrieved  
4 Employees to submit and/or agree to submit in writing to unlawful criminal background checks as  
5 a condition of obtaining and/or holding employment in violation of the Investigative Consumer  
6 Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit  
7 Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*). Based on information and belief,  
8 DEFENDANTS failed and continue to fail to comply with the requirements of the ICRAA and  
9 FCRA when conducting background screenings for applicants, including but not limited to  
10 Aggrieved Employees that were subject to a background check as a condition of employment during  
11 the application phase.

12 156. Based on information and belief, DEFENDANTS required Aggrieved Employees to  
13 agree in writing to a background check which failed to abide by the requirements set forth in CA  
14 Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by  
15 failing to provide a clear and conspicuous disclosure and/or failing to provide any disclosure at all,  
16 failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for  
17 the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA,  
18 failing to provide a way by which the individual could request a copy of the report, failing to disclose  
19 the name, address, and telephone number of the third party preparing the report, and failing to  
20 properly obtain authorization or consent to such a background check, and thus was an unlawful  
21 background check.

22 157. By requiring Aggrieved Employees to agree in writing to unlawful criminal and/or  
23 financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code  
24 section 432.5.

25 158. Based on further information and belief, DEFENDANTS also required Aggrieved  
26 Employees to agree in writing to provide ongoing consent to DEFENDANTS to conduct  
27 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA  
28 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by

1 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

2 159. Based on further information and belief, DEFENDANTS knew that requiring  
3 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a  
4 condition of obtaining and/or holding employment was unlawful.

5 160. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a  
6 condition of employment, DEFENDANTS violated Labor Code section 432.5.

7 Unlawful Inquires into Criminal History

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

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

17 Unlawful PAGA Waiver

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

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

27 165. Moreover, the California Supreme Court has ruled that a court cannot compel  
28 arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an

1 individual PAGA claim. *Kim v Reins Int'l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is  
2 no individual component to a PAGA action because ‘every PAGA action ... is a representative  
3 action on behalf of the state.’”)

4 166. Upon information and belief, DEFENDANTS required Aggrieved Employees to  
5 agree in writing to waive their right to a trial of PAGA claims in violation of California law. By  
6 requiring Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS  
7 required written agreement to an unlawful provision as a condition of employment which is a  
8 violation of labor code section 432.5.

9 167. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS  
10 engaged in these same herein described unlawful practices, which led to violations of the California  
11 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described  
12 unlawful practices to all of its employees that it applied to PLAINTIFF.

13 **FIRST CAUSE OF ACTION**  
14 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**  
15 **2698, *ET SEQ.***  
16 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**  
17 **Defendants)**

18 168. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

19 **Failure to Keep Accurate Records**

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

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

171. DEFENDANTS’ failure to keep “accurate and complete” payroll records for  
PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all

1 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under  
2 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and  
3 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay  
4 period during which the referenced statutes and Wage Order provisions were violated.<sup>2</sup>

5 **Meal Period Violations**

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

11 173. Employers must also provide employees with a second duty-free, uninterrupted thirty  
12 (30) minute meal period when an employee works more than (10) hours in a workday, and it must  
13 be provided before the end of the 10<sup>th</sup> hour of work. *Ibid.*

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

22 175. Employers must pay employees an additional hour of wages at the employees’  
23 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted  
24 meal period, first meal period provided after five (5) hours, second meal period provided after 10

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

1 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to  
2 provide an employee a meal period in accordance with the applicable provision of this Order, the  
3 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation  
4 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

5 176. As explained above, PLAINTIFF and other Aggrieved Employees were consistently  
6 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often  
7 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of  
8 their meal periods due to understaffing, the nature and constraints of their job duties, and/or  
9 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal  
10 periods completely.

11 177. Based on information and belief, DEFENDANTS had and continue to have a policy  
12 of rounding the start and end times of employees’ meal periods and/or automatically deducting thirty  
13 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and  
14 Aggrieved Employees did not receive compliant meal periods.

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

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

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

26 181. These unlawful meal period policies and practices result in violations of Labor Code  
27 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject  
28 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable

1 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §  
2 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

3 **Rest Period Violations**

4 182. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer  
5 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours  
6 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period  
7 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),  
8 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for  
9 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to  
10 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at  
11 1029). The rest period requirement obligates employers to permit and authorize employees to take  
12 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control  
13 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th  
14 257. If the employer fails to provide any required rest period, the employer must pay the employee  
15 one hour of pay at the employee’s regular rate of compensation for each workday the employer did  
16 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and  
17 applicable IWC Wage Order, §12(B).

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

28 184. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely

1 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained  
2 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject  
3 to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,  
4 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved  
5 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

6 185. Based on information and belief, DEFENDANTS implemented policies and/or  
7 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and  
8 employer control during rest periods. Based on further information and belief, Aggrieved  
9 Employees were pressured to complete their work duties according to a designated schedule such  
10 that rest periods were only taken once tasks were completed, and/or as time permitted.

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

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

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

22 **Failure to Provide Suitable Resting Facilities.**

23 189. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with  
24 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities  
25 shall be provided in an area separate from the toilet rooms and shall be available to employees during  
26 work hours."

27 190. DEFENDANTS' locations/facilities are generally similar in layout and design, and  
28 there was, and continues to be, space that allows for a resting facility that employees may use to

1 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved  
2 Employees with a resting facility within DEFENDANTS' facilities/locations with reasonable or no  
3 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a  
4 breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive to  
5 resting, including but not limited to leaning up against the wall, or search for facilities outside of  
6 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal  
7 vehicles.

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

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

13 **Minimum and Overtime Wage Violations**

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

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

27 195. As explained above, DEFENDANTS violated California's minimum and overtime  
28 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked

1 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift  
2 start and end times and meal period start and end times), payment according to scheduled hours  
3 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during  
4 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful  
5 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

6 196. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and  
7 Aggrieved Employees for all hours worked.

8 197. Based on information and belief, DEFENDANTS had actual or constructive  
9 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for  
10 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and  
11 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the  
12 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved  
13 Employees.

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

18 199. Based on information and belief, DEFENDANTS further violated California's  
19 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not  
20 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary  
21 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to  
22 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of  
23 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and  
24 other Aggrieved Employees.

25 200. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,  
26 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS  
27 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC  
28 Wage Orders, section 20.

1           **Statutory Wage Violations**

2           201. California Labor Code section 223 makes it unlawful for an employer to secretly pay  
3 wages lower than required by statute while purporting to pay legal wages. As described above,  
4 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all  
5 earned minimum and overtime compensation for all hours worked which resulted in the payment of  
6 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of  
7 statutory wages, including, but not limited to, minimum and overtime wages, to which they were  
8 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved  
9 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and  
10 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved  
11 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to  
12 Labor Code § 2699(f)-(g).

13           **Refusal to Make Payment**

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

22           **Standard Conditions of Labor Violations**

23           203. Together, Labor Code sections 1198 and 1199 make unlawful any employment of  
24 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,  
25 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including  
26 \_\_\_\_\_

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

1 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'  
2 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,  
3 minimum/overtime wages and other violations described herein result in separate violations of  
4 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections  
5 1197.1 and 2699.

6 **Business Expense Violations**

7 204. California law requires employers to indemnify their employees for all necessary  
8 expenditures incurred by the employee in direct consequence of the discharge of their duties or of  
9 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable  
10 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary  
11 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees  
12 incurred by the employee enforcing the rights granted by this section.”

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

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

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

27 208. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with  
28 full reimbursement for all reasonable expenses associated with carrying out their duties required

1 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business  
2 expenses in violation of Labor Code section 2802.

3 209. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved  
4 Employees have suffered injury in that they were not completely reimbursed as mandated by  
5 California law.

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

10 211. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved  
11 Employees have suffered injury in that they were not completely reimbursed as mandated by  
12 California law.

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

17 **Wage Statement Violations**

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

27 214. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees  
28 with meal and rest periods that complied with Labor Code section 226.7, the wage statements

1 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail  
2 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)  
3 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net  
4 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in  
5 effect during the pay period and the corresponding number of hours worked at each hourly rate by  
6 the employee, in violation of Labor Code section 226(a)(9).

7 215. Moreover, due to violations detailed above, including but not limited to,  
8 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide  
9 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,  
10 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish  
11 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed  
12 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based  
13 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary  
14 compensation earned during the pay period into the regular rate of pay for purposes of calculating  
15 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of  
16 overtime worked by PLAINTIFF and other Aggrieved Employees.

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

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

28 218. Separately, and independent from the above allegations, based on information and

1 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that  
2 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal  
3 entity that is the employer.

4 219. Based on information and belief, wage statements issued by DEFENDANTS failed  
5 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

6 220. DEFENDANTS' failure to accurately list all hours worked on all wage statements  
7 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved  
8 Employees over whether they received all wages owed to them.

9 221. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as  
10 they could not easily determine whether they received all wages owed to them and whether they  
11 were paid for all hours worked.

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

15 223. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and  
16 Aggrieved Employees with accurate, itemized wage statements.

17 224. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved  
18 Employees have suffered injury. The absence of accurate information on their wage statements has  
19 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and  
20 mathematical computations to determine the amount of wages owed, and will cause difficulty and  
21 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the  
22 submission of inaccurate information about wages and amounts deducted from wages to state and  
23 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to  
24 participate in this lawsuit and create more difficulty and expense from having to reconstruct time  
25 and pay records than if DEFENDANT had complied with its legal obligations.

26 225. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.  
27 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period  
28

1 during which the statute provisions were violated. <sup>4</sup>

2       226.    **Unlawful Deductions:** Labor Code section 221 prohibits an employer from  
3 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer  
4 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions  
5 from Aggrieved Employees paychecks during the relevant period. Such a practice is in violation of  
6 including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil  
7 penalties under Labor Code Section 2699.

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

14       228.    **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,  
15 provides as follows:

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

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

28 <sup>4</sup> Labor Code § 226.3 (establishing that the civil penalty is “per employee per violation”).

1 time pay wages in accordance with California law.

2 231. Based on information and belief, DEFENDANTS have a policy and practice of  
3 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,  
4 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to  
5 pay all reporting time wages to PLAINTIFF and Aggrieved Employees violated and continues to  
6 violate the applicable Wage Order, and the California Labor Code, including but not limited to  
7 section 1198.

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

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

18 **Seating Violations**

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

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

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

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

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

5           237. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF and  
6 other Aggrieved Employees with suitable seating, and when such employees were not engaged in  
7 duties which required them to stand, no seating was placed in reasonable proximity to their  
8 workstations.

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

14           239. The Aggrieved Employees worked in various positions. The nature of Aggrieved  
15 Employees' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide  
16 suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section  
17 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting  
18 DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each violation of each  
19 Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, results in a  
20 separate civil penalty.

21           **Violation of Labor Code section 351 and 353.**

22           240. Labor Code Section 351 prohibits employers and their agents from sharing in or  
23 keeping any portion of a gratuity left for or given to one or more employees by a patron.  
24 Furthermore, it is illegal for employers to make wage deductions from gratuities, or from using  
25 gratuities as direct or indirect credits against an employee's wages. Labor Code Section 353  
26 mandates employers to keep accurate records of all gratuities received.

27           241. Based on information and belief, DEFENDANTS failed to ensure that Aggrieved  
28 Employees fully received the gratuities left for them by patrons, in that DEFENDANTS' and its

1 agents would collect and/or take a portion of the gratuities for themselves, in violation of Labor  
2 Code Section 351. Based on further information and belief, DEFENDANTS also failed to keep  
3 accurate records of all tips received, in violation of Labor Code Section 353. Based on information  
4 and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to  
5 Aggrieved Employees by the next regular payday following the credit card payment, in violation of  
6 Labor Code section 351.

7 242. Based on information and belief, DEFENDANTS charges an additional service  
8 charge to its customers/patrons. Customers are led to believe that the service charge will be paid to  
9 DEFENDANTS' Aggrieved Employees. Instead, DEFENDANTS keep a majority (if not the  
10 entirety) of the service charge, thereby depriving Aggrieved Employees of the service  
11 charge/gratuity that is left by the patron/customer for the Aggrieved Employees. *See O'Grady v*  
12 *Merchant Exchanges Production, Inc.*, 41 Cal.App.5<sup>th</sup> 771, 790 (a mandatory service charge can  
13 constitute a gratuity that is intended to the employees providing the service).

14 243. Pursuant to PAGA, DEFENDANTS are liable for penalties of \$100 per pay period  
15 payable to each Aggrieved Employee for the first violation of Labor Code Sections 351 and 353  
16 they experienced within the statutory period, and \$200 per pay period for each additional violation.

17 **Sick Leave Violations**

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

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

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

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

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

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

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

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

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

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

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

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

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

8           254.     Based on information and belief, DEFENDANTS had and continue to have a  
9 uniform policy and practice of failing to allow Aggrieved Employees to use their earned  
10 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off  
11 to Aggrieved Employees upon separation of employment, in violation of California law, including  
12 but not limited to, Labor Code section 227.3.

13                   **Untimely Payment of Final Wages**

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

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

27           257.     Based in information and belief, DEFENDANTS failed and continue to fail to timely  
28 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in

1 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF  
2 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not  
3 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed  
4 sick leave and/or paid time off wages at the properly accrued rates.

5 258. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These  
6 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or  
7 256.

8 **Violation of Labor Code Section 208**

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

13 69. Based on information and belief, DEFENDANTS have a policy and practice of  
14 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place  
15 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the  
16 office or agency of DEFENDANTS in the county where the work was performed, in violation of  
17 Labor Code Section 208.

18 **Violation of Labor Code Sections 2100-2112**

19 70. Pursuant to Labor Code Sections 2100–2112, employers with one hundred (100) or  
20 more employees at a single warehouse distribution center, or one thousand (1,000) or more  
21 employees at one or more warehouse distribution centers in California are required to provide  
22 nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g.,  
23 quantified number of tasks to be performed or materials to be handled) within a defined period of  
24 time and any potential adverse employment action that may result from failure to meet the quota.  
25 Labor Code Section 2102 (see below) prohibits adverse employment actions against employees who  
26 fail to meet their quota if the quota was not properly disclosed to the employee and prohibits quotas  
27 that prevent an employee from taking his or her meal or rest breaks, use of restrooms, or that interfere  
28 with compliance with California’s occupational health and safety laws.

1           71.     Labor Code Section 2101 provides:

2           72.     Each employer shall provide to each employee, upon hire, or within 30 days of the  
3 effective date of this part, a written description of each quota to which the employee is subject,  
4 including the quantified number of tasks to be performed or materials to be produced or handled,  
5 within the defined time period, and any potential adverse employment action that could result from  
6 failure to meet the quota.

7           73.     Labor Code Section 2102 provides:

8           74.     An employee shall not be required to meet a quota that prevents compliance with  
9 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from  
10 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.  
11 An employer shall not take adverse employment action against an employee for failure to meet a  
12 quota that does not allow a worker to comply with meal and rest periods, or occupational health and  
13 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been  
14 disclosed to the employee pursuant to Section 2101.

15           75.     Labor Code Section 2104 provides in pertinent part:

16           76.     (a)(1) If a current or former employee believes that meeting a quota caused a  
17 violation of their right to a meal or rest period or required them to violate any occupational health  
18 and safety laws in the Labor Code or division standards, they have the right to request, and the  
19 employer shall provide, a written description of each quota to which the employee is subject and a  
20 copy of the most recent 90 days of the employee's own personal work speed data.

21           77.     (2) If a former employee requests a written description of the quotas to which they  
22 were subject and a copy of their own personal work speed data pursuant to paragraph (1), the  
23 employer shall provide 90 days of the former employee's quotas and personal work speed data for  
24 the 90 days prior to the date of the employee's separation from the employer.

25           78.     (b) An employer that receives a written or oral request for information pursuant to  
26 subdivision (a) shall comply with the request as soon as practicable, but no later than 21 calendar  
27 days from the date of the request.

28           79.     Based on information and belief, during the relevant period, DEFENDANTS

1 employed 100 or more Aggrieved Employee at a single warehouse distribution center and/or  
2 employed 1,000 or more Aggrieved Employee at one or more distribution centers in California  
3 rendering DEFENDANTS subject to the provisions of Labor Code Sections 2100-2112, during the  
4 relevant period.

5 80. Based on information and belief, DEFENDANTS had/have a policy and practice of  
6 failing to provide Aggrieved Employee, upon hire, with a written description of each quota they are  
7 subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a  
8 defined period of time and any potential adverse employment action that may result from failure to  
9 meet the quota. Based on further information and belief, DEFENDANTS had/have a policy and  
10 practice of subjecting Aggrieved Employee to quotas that prevented those Aggrieved Employee  
11 from taking their meal and rest periods and/or using bathroom facilities and/or interfered with  
12 compliance of California's occupational health and safety laws.

13 81. Based on further information and belief, DEFENDANTS have/had a policy and  
14 practice of subjecting Aggrieved Employee to adverse employment actions for failure to meet a  
15 quota that was not disclosed pursuant to Labor Code Section 2101 and/or did not allow them to  
16 comply with meal and rest period laws and/or occupational health and safety laws, in violation of  
17 Labor Code section 2102.

18 82. Based on information and belief, DEFENDANTS failed and continue to fail to timely  
19 produce upon written and/or oral request by current and/or former Aggrieved Employee of the belief  
20 that meeting a quota caused a violation of their right to a meal or rest period and/or required them  
21 to violate any occupational health and safety laws, a written description of each quota to which the  
22 employee is subject and/or a copy of the most recent 90 days of the Aggrieved Employee's own  
23 personal work speed data.

24 83. As a result of DEFENDANTS' acts and omissions, DEFENDANTS violated Labor  
25 Code section 2100-2112 as to Aggrieved Employee and are subject to civil penalties.

26 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

27 84. *Unlawful Agreements.* Labor Code section 432.5 provides that "no employer...shall  
28 require any employee or applicant for employment to agree, in writing, to any term or condition

1 which is known by such employer...to be prohibited by law.” DEFENDANTS required and  
2 continue to require PLAINTIFF and Aggrieved Employees to agree in writing to unlawful  
3 conditions of employment including but not limited to, unlawful non-solicitation/non-compete  
4 agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or  
5 waivers, including but not limited to, unlawful meal period waivers, unlawful forum selection  
6 clauses and/or choice of law provisions/agreements unlawful criminal and/or financial checks as a  
7 condition of obtaining and/or continuing employment in violation of including but not limited to  
8 Labor Code section 432.5.

9       85. Labor Code section 432.6(a), provides that “a person shall not, as a condition of  
10 employment, continued employment, or the receipt of any employment-related benefit, require any  
11 applicant for employment or any employee to waive any right...”Based on information and belief,  
12 DEFENDANTS required Aggrieved Employee to sign meal period waivers that were universally  
13 signed as a condition of employment, including but not limited to, during the onboarding process.  
14 By requiring Aggrieved Employee to sign unlawful meal period waivers as a condition of obtaining  
15 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these  
16 invalid waivers are otherwise unlawful under Labor Code section 432.6.

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

1           **87.**     Based on information and belief, DEFENDANTS ordered unlawful financial credit  
2 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to  
3 provide ongoing written consent to the unlawful credit checks as a condition of employment, in  
4 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

5           **88.**     Based on information and belief, DEFENDANTS required Aggrieved Employees to  
6 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of  
7 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

8           **89.**     Based on further information and belief, DEFENDANTS required Aggrieved  
9 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct  
10 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA  
11 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by  
12 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

13           **90.**     Based on further information and belief, DEFENDANTS knew that requiring  
14 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a  
15 condition of obtaining and/or holding employment was unlawful.

16           **91.**     By requiring that Aggrieved Employees sign off on the illegal background and/or  
17 financial checks, DEFENDANTS violated Labor Code section 432.5.

18                   Unlawful Inquires into Criminal History

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

23           **93.**     Upon information and belief, DEFENDANTS, in violation of California law,  
24 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act  
25 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of  
26 employment and/or otherwise impermissibly inquired into criminal history on its employment  
27 application in violation of California law.

28           **94.**     By asking about arrests not resulting in convictions, DEFENDANTS violated Labor

1 Code section 432.7. By asking about convictions at the application phase or prior to extending an  
2 employment offer, DEFENDANTS violated California's Fair Chance Act, and thereby violated  
3 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to  
4 disclose arrests and/or convictions as a condition of employment.

5 Unlawful PAGA Waiver

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

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

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

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

25 99. Under the provisions of PAGA and the above mentioned Labor Code sections,  
26 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,  
27 226.7, 245-248.6, 256, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,  
28 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders

1 as well as all interpretations of these laws by California Courts and administrative bodies, as well  
2 as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following  
3 penalties:

- 4           a. All statutorily-specified penalties recoverable under PAGA as enumerated in the  
5           relevant California Labor Code provisions listed herein only if permitted by the  
6           PAGA statute, pursuant to Labor Code section 2699(a); and  
7           b. Default PAGA penalties for any violation of the enumerated list of Labor Code  
8           violations without a civil penalty recoverable under the PAGA, all in the default  
9           amounts provided by Labor Code section 2699(f).  
10          c. The proper measure of penalties under PAGA is the number of violations,  
11          whether those violations were committed as against PLAINTIFF or any  
12          Aggrieved Employee, whether a party to this action or not.

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

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1 **PRAYER FOR RELIEF**

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

- 4 1. For civil penalties under Labor Code Section 2699 (75% payable to the  
5 LWDA and 25% payable to Aggrieved Employees);
- 6 2. For an order temporarily, preliminarily and permanently enjoining and  
7 restraining DEFENDANTS from engaging in similar unlawful conduct as set  
8 forth herein;
- 9 3. For reasonable attorney's fees and costs of suit; and
- 10 4. For such other and further relief that the Court deems just and proper.
- 11

12 Dated: November 29, 2023

**CROSNER LEGAL, PC**

13  
14 By: \_\_\_\_\_



15 Jamie K. Serb, Esq.  
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