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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOSHUA WOLFE, VERONICA TOPETE,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

SOUTH COAST BAKING, LLC, a California
limited liability company; SOUTH COAST
BAKING COMPANY, an unknown business
entity; RISE BAKING COMPANY, an
unknown business entity; RISE BAKING
COMPANY, LLC, a Delaware Limited
Liability Company; RISE BAKING
ARTISAN BREAD, LLC, a Delaware
Limited Liability Company; RISE BAKING
SWEET GOODS, LLC, a Delaware Limited
Liability Company; BRILL, INC., a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

4/17/2024 6:42 PM

By: Camille Jones, DEPUTY

Case No.: CIVSB2224856

Honorable Jessica Morgan
Department S26

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE
§ 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code

- § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violations of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs JOSHUA WOLFE (“Plaintiff WOLFE”) and VERONICA TOPETE (“Plaintiff TOPETE” and collectively with Plaintiff WOLFE as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or

otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Bernardino. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of San Bernardino.

PARTIES

5. Plaintiff JOSHUA WOLFE is an individual residing in the State of California.

6. Plaintiff VERONICA TOPETE is an individual residing in the State of California.

7. Defendant SOUTH COAST BAKING, LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

8. Defendant SOUTH COAST BAKING COMPANY, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

9. Defendant RISE BAKING COMPANY, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernadino.

10. Defendant RISE BAKING COMPANY, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernadino.

11. Defendant RISE BAKING ARTISAN BREAD, LLC, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernadino.

12. Defendant RISE BAKING SWEET GOODS, LLC, at all times herein mentioned,

1 was and is, upon information and belief, an employer whose employees are engaged throughout
2 the State of California, including the County of San Bernadino.

3 13. Defendant BRILL, INC., at all times herein mentioned, was and is, upon
4 information and belief, an employer whose employees are engaged throughout the State of
5 California, including the County of San Bernadino.

6 14. At all relevant times, Defendants SOUTH COAST BAKING, LLC, SOUTH
7 COAST BAKING COMPANY, RISE BAKING COMPANY, RISE BAKING COMPANY, LLC,
8 RISE BAKING ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, and BRILL,
9 INC. were the “employer” of Plaintiffs within the meaning of all applicable California laws and
10 statutes.

11 15. At all times herein relevant, Defendants SOUTH COAST BAKING, LLC,
12 SOUTH COAST BAKING COMPANY, RISE BAKING COMPANY, RISE BAKING
13 COMPANY, LLC, RISE BAKING ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS,
14 LLC, BRILL, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint
15 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
16 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within
17 the course and scope of their authority as such agents, partners, joint venturers, joint employers,
18 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
19 omissions alleged herein were duly committed with the ratification, knowledge, permission,
20 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

21 16. The true names and capacities, whether corporate, associate, individual or
22 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said
23 defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
24 information and belief allege, that each of the defendants designated as a DOE is legally
25 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
26 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
27 Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities
28 when the same have been ascertained.

17. Defendants SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY, RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

18. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under California Code of Civil Procedure section 382.

20. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from October 27, 2018 to final judgment and who reside in California.

Subclass A: All class members who were subject to Defendants’ practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

21. Plaintiffs reserve the right to establish additional subclasses as appropriate.

22. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ as

demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

23. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay

1 their hourly-paid or non-exempt employees within the State of California
2 for all hours worked and missed (short, late, interrupted, and/or missed
3 altogether) meal periods and rest breaks in violation of California law;

4 c. Whether Defendants required Plaintiffs and the other class members to
5 work over eight (8) hours per day and/or over forty (40) hours per week
6 and failed to pay the legally required overtime compensation to Plaintiffs
7 and the other class members;

8 d. Whether Defendants deprived Plaintiffs and the other class members of
9 meal and/or rest periods or required Plaintiffs and the other class members
10 to work during meal and/or rest periods without compensation;

11 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
12 other class members for all hours worked;

13 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other
14 class members within the required time upon their discharge or
15 resignation;

16 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
17 the other class members during their employment;

18 h. Whether Defendants complied with wage reporting as required by the
19 California Labor Code; including, *inter alia*, section 226;

20 i. Whether Defendants kept complete and accurate payroll records as
21 required by the California Labor Code, including, *inter alia*, section
22 1174(d);

23 j. Whether Defendants failed to reimburse Plaintiffs and the other class
24 members for necessary business-related expenses and costs;

25 k. Whether Defendants' conduct was willful or reckless;

26 l. Whether Defendants engaged in unfair business practices in violation of
27 California Business & Professions Code section 17200, et seq.;

28 m. The appropriate amount of damages, restitution, and/or monetary penalties

1 resulting from Defendants' violation of California law; and

2 n. Whether Plaintiffs and the other class members are entitled to
3 compensatory damages pursuant to the California Labor Code.

4 **PAGA ALLEGATIONS**

5 24. At all times herein set forth, PAGA was applicable to Plaintiffs'
6 employment by Defendants.

7 25. At all times herein set forth, PAGA provides that any provision of law under the
8 California Labor Code that provides for a civil penalty, including unpaid wages and premium
9 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
11 behalf of himself and other current or former employees pursuant to procedures outlined in
12 California Labor Code section 2699.3.

13 26. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
14 employee," who is any person that was employed by the alleged violator and against whom one
15 or more of the alleged violations was committed.

16 27. Plaintiffs were employed by Defendants and the alleged violations were
17 committed against them during their time of employment and they are, therefore, aggrieved
18 employees. Plaintiffs and the other employees are "aggrieved employees" as defined by
19 California Labor Code section 2699(c) in that they are current or former employees of
20 Defendants, and one or more of the alleged violations were committed against them.

21 28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
22 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following
23 requirements have been met:

24 a. The aggrieved employee shall give written notice by online submission
25 (hereinafter "Employee's Notice") to the LWDA and by certified mail to
26 the employer of the specific provisions of the California Labor Code
27 alleged to have been violated, including the facts and theories to support
28 the alleged violations.

1 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
2 employer and the aggrieved employee by certified mail that it does not
3 intend to investigate the alleged violation within sixty (60) calendar days
4 of the postmark date of the Employee’s Notice. Upon receipt of the
5 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
6 (65) calendar days of the postmark date of the Employee’s Notice, the
7 aggrieved employee may commence a civil action pursuant to California
8 Labor Code section 2699 to recover civil penalties in addition to any other
9 penalties to which the employee may be entitled.

10 29. On September 14, 2023, Plaintiff WOLFE provided written notice by online
11 submission to the LWDA and by certified mail to Defendants of the specific provisions of the
12 California Labor Code alleged to have been violated, including the facts and theories to support
13 the alleged violations. Plaintiff WOLFE did not receive an LWDA Notice within sixty-five (65)
14 days of the date of the submission of Plaintiff WOLFE’s Notice.

15 30. On January 4, 2023, Plaintiff TOPETE provided written notice by online
16 submission to the LWDA and by certified mail to Defendants of the specific provisions
17 of the California Labor Code alleged to have been violated, including the facts and
18 theories to support the alleged violations. Plaintiff TOPETE did not receive an LWDA
19 Notice within sixty-five (65) days of the date of the submission of Plaintiff TOPETE’s
20 Notice

21 31. Therefore, the administrative prerequisites under California Labor Code section
22 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
23 Labor Code section 558 against Defendants, in addition to other remedies, for violations of
24 California Labor Code sections 201, 202, 203, 204, 210, 216, 221-223, 225.5, 226(a), 226.3,
25 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.7, 510, 512(a), 558, 558.1, 1174(d), 1174.5, 1194,
26 1197, 1197.1, 1198, 1198.5, 1199, 1400-1408, 2800, 2802, 2810.5, 6400-6404, 6406-6407,
27 6409.6, and 6432 have been satisfied.

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GENERAL ALLEGATIONS

32. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Bernardino.

33. Defendants, jointly and severally, employed Plaintiff WOLFE as an hourly-paid, non-exempt employee, from approximately September 2019 to approximately January 2020, in the State of California, County of San Bernardino.

34. Defendants, jointly and severally, employed Plaintiff TOPETE as an hourly-paid, non-exempt employee, from approximately 2015 to approximately March 2022, in the State of California.

35. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

36. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

37. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

38. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

39. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

40. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing

1 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
2 breaks in violation of California law.

3 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to receive
5 certain wages for overtime compensation and that they were not receiving accurate overtime
6 compensation for all overtime hours worked.

7 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 failed to provide Plaintiffs and the other class members all required rest and meal periods during
9 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
10 thus they are entitled to any and all applicable penalties.

11 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members were entitled to receive
13 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
14 members' regular rate of pay when a meal period was missed, and they did not receive all meal
15 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
16 regular rate of pay when a meal period was missed.

17 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to receive
19 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
20 members' regular rate of pay when a rest period was missed, and they did not receive all rest
21 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
22 regular rate of pay when a rest period was missed.

23 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 rounded the work time recorded by Plaintiffs and the other class members in a manner that was
25 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs
26 and the other class members being underpaid for their time worked.

27 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs and the other class members were entitled to receive

1 at least minimum wages for compensation and that they were not receiving at least minimum
2 wages for all hours worked.

3 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to receive
5 all wages owed to them upon discharge or resignation, including overtime and minimum wages
6 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
7 them at the time of their discharge or resignation.

8 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 all wages owed to them during their employment. Plaintiffs and the other class members did not
11 receive payment of all wages, including overtime and minimum wages and meal and rest period
12 premiums, within any time permissible under California Labor Code section 204.

13 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 complete and accurate wage statements in accordance with California law, but, in fact, they did
16 not receive complete and accurate wage statements from Defendants. The deficiencies included,
17 *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class
18 members.

19 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Defendants had to keep complete and accurate payroll records
21 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
22 keep complete and accurate payroll records.

23 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members were entitled to
25 reimbursement for necessary business-related expenses.

26 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that they had a duty to compensate Plaintiffs and the other class
28 members pursuant to California law, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
2 to Plaintiffs and the other class members that they were properly denied wages, all in order to
3 increase Defendants' profits.

4 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that they had a duty to produce or make available a current or former
6 employee's time, pay, and/or personnel records when requested pursuant to Labor Code sections
7 226, 1198.5, 432, and/or the applicable Wage Order, but, in fact, did not produce such records
8 when requested.

9 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that they had a duty to give compliant written notice to aggrieved
11 employees within the timing requirements set forth in Labor Code section 1401(a) before
12 ordering a mass layoff, relocation or termination, in violation of, including but not limited to,
13 Labor Code section 1401(a), but, in fact, did not give compliant written notice to aggrieved
14 employees within the timing requirements.

15 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that they had a duty to provide proper sick leave to Plaintiffs and
17 other aggrieved employees, and to provide notice of the correct sick leave amount balance
18 available to Plaintiffs and other aggrieved employees on their wage statements or other written
19 statements, but, in fact, did not provide proper sick leave or proper notice of the correct sick
20 leave amount balance available.

21 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that they had a duty to provide up to 80 hours for covered employees
23 to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a
24 family member or if it is vaccine-related, but, in fact, did not provide the required 2021 COVID-
25 19 Supplemental Paid Sick Leave.

26 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that they had a duty to provide Plaintiffs and other aggrieved
28 employees with suitable seats when the nature of the work reasonably permits the use of seats

1 and when they are not actively engaged in the work duties that would not permit them to be
2 seated, but, in fact, did not provide such suitable seats.

3 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that they had a duty to allow aggrieved employees to use their earned
5 vacation/paid time off during their employment and/or to pay all vested, accrued paid time off
6 to aggrieved employees upon separation of employment, but, in fact, failed to do so.

7 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 required aggrieved employees to agree in writing to unlawful conditions of employment
9 including but not limited to unlawful criminal and/or financial checks as a condition of obtaining
10 and/or continuing employment in violation of Labor Code section 432.5.

11 61. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that they were prohibited from asking applicants about past arrest(s)
13 unless they resulted in conviction(s), but, in fact, asked aggrieved employees about arrests not
14 resulting in convictions on their employment applications, in violation of California law.

15 62. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that they had a duty to provide a safe and healthful workplace, but,
17 in fact, did not provide a safe and healthful workplace.

18 63. During the relevant time period, Defendants failed to pay overtime wages to
19 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
20 class members were required to work more than eight (8) hours per day and/or forty (40) hours
21 per week without overtime compensation for all overtime hours worked.

22 64. During the relevant time period, Defendants failed to provide all requisite
23 uninterrupted meal and rest periods to Plaintiffs and the other class members.

24 65. During the relevant time period, Defendants rounded the work time recorded by
25 Plaintiffs and the other class members in a manner that was not fair and neutral on its face and/or
26 that favored Defendants over time, resulting in Plaintiffs and the other class members being
27 underpaid for their time worked.

28 ///

66. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

67. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

68. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

69. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

70. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

71. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

72. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

73. During the relevant time period, Defendants failed to timely produce complete time, pay, and personnel records when requested by other aggrieved employees.

74. During the relevant time period, Defendants directly or indirectly owned, operated and/or otherwise managed a covered establishment at which Defendants ordered a mass layoff of aggrieved employees without providing legally compliant written notice at least sixty days in advance to aggrieved employees as required under the Cal-WARN Act, thereby denying aggrieved employees of the notice and mandated waiting-time period under the Cal-WARN Act prior to the mass layoff, in violation of the Cal WARN Act, section 1401(a).

75. During the relevant time period, Defendants failed to provide proper sick leave to Plaintiffs and other aggrieved employees, and to provide notice of the correct sick leave amount balance available to Plaintiffs and other aggrieved employees on their wage statements or other written statements.

76. During the relevant time period, Defendants failed to provide the required 2021 COVID-19 Supplemental Paid Sick Leave.

77. During the relevant time period, Defendants failed to provide aggrieved employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

78. During the relevant time period, Defendants failed to allow aggrieved employees to use their earned vacation/paid time off during their employment and/or failed to pay all vested, accrued paid time off to aggrieved employees upon separation of employment.

79. During the relevant time period, Defendants required aggrieved employees to agree in writing to unlawful conditions of employment including but not limited to unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

80. During the relevant time period, Defendants asked aggrieved employees about arrests not resulting in convictions on their employment applications, in violation of California law.

81. During the relevant time period, Defendants failed to provide a safe and healthful workplace in violation of California law.

82. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,
RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING
ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and
DOES 1 through 100)**

83. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 84. California Labor Code section 1198 and the applicable Industrial Welfare
3 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
4 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
5 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

6 85. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiffs and the other class members employed by Defendants, and
8 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
9 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
10 forty (40) hours in a workweek.

11 86. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
13 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 87. California Labor Code section 510 codifies the right to overtime compensation at
15 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
16 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
17 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
18 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

19 88. During the relevant time period, Plaintiffs and the other class members worked in
20 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

21 89. During the relevant time period, Defendants intentionally and willfully failed to
22 pay overtime wages owed to Plaintiffs and the other class members.

23 90. Defendants’ failure to pay Plaintiffs and the other class members the unpaid
24 balance of overtime compensation, as required by California laws, violates the provisions of
25 California Labor Code sections 510 and 1198, and is therefore unlawful.

26 91. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
27 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
28 attorneys’ fees.

1 **SECOND CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 226.7 and 512(a))**

3 **(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,**
4 **RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING**
5 **ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and**
6 **DOES 1 through 100)**

7 92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
8 through 91, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 93. At all relevant times, the IWC Order and California Labor Code sections 226.7
11 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
12 Defendants.

13 94. At all relevant times, California Labor Code section 226.7 provides that no
14 employer shall require an employee to work during any meal or rest period mandated by an
15 applicable order of the California IWC.

16 95. At all relevant times, the applicable IWC Wage Order and California Labor Code
17 section 512(a) provide that an employer may not require, cause or permit an employee to work
18 for a work period of more than five (5) hours per day without providing the employee with a
19 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
20 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
21 both the employer and employee.

22 96. At all relevant times, the applicable IWC Wage Order and California Labor Code
23 section 512(a) further provide that an employer may not require, cause or permit an employee to
24 work for a work period of more than ten (10) hours per day without providing the employee with
25 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
26 hours worked is no more than twelve (12) hours, the second meal period may be waived by
27 mutual consent of the employer and the employee only if the first meal period was not waived.

28 97. During the relevant time period, Plaintiffs and the other class members who were

1 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
2 legally-mandated meal periods by mutual consent, were required to work for periods longer than
3 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
4 rest period.

5 98. During the relevant time period, Plaintiffs and the other class members who were
6 scheduled to work for a period of time in excess of six (6) hours were required to work for
7 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
8 (30) minutes and/or rest period.

9 99. During the relevant time period, Defendants intentionally and willfully required
10 Plaintiffs and the other class members to work during meal periods and failed to compensate
11 Plaintiffs and the other class members the full meal period premium for work performed during
12 meal periods.

13 100. During the relevant time period, Defendants failed to pay Plaintiffs and the other
14 class members the full meal period premium due pursuant to California Labor Code section
15 226.7.

16 101. Defendants' conduct violates applicable IWC Wage Order and California Labor
17 Code sections 226.7 and 512(a).

18 102. Pursuant to applicable IWC Wage Order and California Labor Code section
19 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
20 additional hour of pay at the employee's regular rate of compensation for each work day that the
21 meal or rest period is not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 **(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,**
25 **RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING**
26 **ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and**
27 **DOES 1 through 100)**

28 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1

1 through 102, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 104. At all times herein set forth, the applicable IWC Wage Order and California Labor
4 Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by
5 Defendants.

6 105. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC.

9 106. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 107. During the relevant time period, Defendants required Plaintiffs and other class
16 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
17 period per each four (4) hour period worked.

18 108. During the relevant time period, Defendants willfully required Plaintiffs and the
19 other class members to work during rest periods and failed to pay Plaintiffs and the other class
20 members the full rest period premium for work performed during rest periods.

21 109. During the relevant time period, Defendants failed to pay Plaintiffs and the other
22 class members the full rest period premium due pursuant to California Labor Code section 226.7.

23 110. Defendants' conduct violates applicable IWC Wage Orders and California Labor
24 Code section 226.7.

25 111. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employees' regular hourly rate of compensation for each work day
28 that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

**(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,
RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING
ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and
DOES 1 through 100)**

112. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

114. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

115. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

116. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

117. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

**(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,
RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING
ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and
DOES 1 through 100)**

118. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

120. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

121. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

122. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

123. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum

pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

**(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,
RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING
ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and
DOES 1 through 100)**

124. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 123, and each and every part thereof with the same force and effect as though fully set forth herein.

125. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

126. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

127. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

128. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

129. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

**(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,
RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING
ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and
DOES 1 through 100)**

130. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

132. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

133. As a result of Defendants' violation of California Labor Code section 226(a),

1 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
2 protected rights.

3 134. More specifically, Plaintiffs and the other class members have been injured by
4 Defendants' intentional and willful violation of California Labor Code section 226(a) because
5 they were denied both their legal right to receive, and their protected interest in receiving,
6 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

7 135. Plaintiffs and the other class members are entitled to recover from Defendants the
8 greater of their actual damages caused by Defendants' failure to comply with California Labor
9 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

10 136. Plaintiffs and the other class members are also entitled to injunctive relief to
11 ensure compliance with this section, pursuant to California Labor Code section 226(h).

12 **EIGHTH CAUSE OF ACTION**

13 **(Violation of California Labor Code § 1174(d))**

14 **(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,**
15 **RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING**
16 **ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and**
17 **DOES 1 through 100)**

18 137. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 136, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 138. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
22 central location in the state or at the plants or establishments at which employees are employed,
23 payroll records showing the hours worked daily by and the wages paid to, and the number of
24 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
25 respective plants or establishments. These records shall be kept in accordance with rules
26 established for this purpose by the commission, but in any case shall be kept on file for not less
27 than two years.

28 139. Defendants have intentionally and willfully failed to keep accurate and complete

1 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
2 class members.

3 140. As a result of Defendants' violation of California Labor Code section 1174(d),
4 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
5 protected rights.

6 141. More specifically, Plaintiffs and the other class members have been injured by
7 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
8 they were denied both their legal right and protected interest, in having available, accurate and
9 complete payroll records pursuant to California Labor Code section 1174(d).

10 **NINTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 2800 and 2802)**

12 **(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,**
13 **RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING**
14 **ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and**
15 **DOES 1 through 100)**

16 142. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 141, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 143. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her
22 obedience to the directions of the employer.

23 144. Plaintiffs and the other class members incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants.

25 145. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
26 other class members for all necessary business-related expenses and costs.

27 146. Plaintiffs and the other class members are entitled to recover from Defendants
28 their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,**
6 **RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING**
7 **ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and**
8 **DOES 1 through 100)**

9 147. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 146, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 148. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
14 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
15 within the meaning of Code of Civil Procedure section 1021.5.

16 149. Defendants' activities as alleged herein are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business & Professions
18 Code section 17200, et seq.

19 150. A violation of California Business & Professions Code section 17200, et seq. may
20 be predicated on the violation of any state or federal law. In this instant case, Defendants'
21 policies and practices of requiring employees, including Plaintiffs and the other class members,
22 to work overtime without paying them proper compensation violate California Labor Code
23 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
24 including Plaintiffs and the other class members, to work through their meal and rest periods
25 without paying them proper compensation violate California Labor Code sections 226.7 and
26 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
27 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
28 failing to timely pay wages to Plaintiffs and the other class members violate California Labor

Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

151. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

152. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

153. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

**(Against SOUTH COAST BAKING, LLC, SOUTH COAST BAKING COMPANY,
RISE BAKING COMPANY, RISE BAKING COMPANY, LLC, RISE BAKING
ARTISAN BREAD, LLC, RISE BAKING SWEET GOODS, LLC, BRILL, INC., and
DOES 1 through 100)**

154. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 153, and each and every part thereof with the same force and effect as though fully set forth herein.

155. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

156. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is

1 authorized to exercise the same discretion, subject to the same limitations and conditions, to
2 assess a civil penalty.

3 157. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
4 employees” as defined by California Labor Code section 2699(c) in that they are all current or
5 former employees of Defendants, and one or more of the alleged violations was committed
6 against them.

7 **Failure to Pay Overtime**

8 158. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
9 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
10 California Labor Code sections 510 and 1198.

11 **Failure to Provide Meal Periods**

12 159. Defendants’ failure to provide legally required meal periods to Plaintiffs and the
13 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
14 California Labor Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 160. Defendants’ failure to provide legally required rest periods to Plaintiffs and the
17 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
18 California Labor Code section 226.7.

19 **Failure to Pay Minimum Wages**

20 161. Defendants’ failure to pay legally required minimum wages to Plaintiffs and the
21 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
22 California Labor Code sections 1194, 1197 and 1197.1.

23 **Failure to Timely Pay Wages Upon Termination**

24 162. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved
25 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
26 violation of California Labor Code sections 201 and 202.

27 **Failure to Timely Pay Wages During Employment**

28 163. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved

employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

164. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

165. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

166. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

Statutory Wage Violations

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

Refusal to Make Payment

168. California Labor Code section 223 makes it unlawful for an employer to secretly

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

11 **Standard Conditions of Labor Violations**

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

20 **Seating Violations**

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

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

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

27 (B) When employees are not engaged in the active duties of their employment and the
28 nature of the work requires standing, an adequate number of suitable seats shall be placed in

1 reasonable proximity to the work area and employees shall be permitted to use such seats when
2 it does not interfere with the performance of their duties.

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

7 173. Based on information and belief, Defendants failed to provide Plaintiffs and other
8 aggrieved employees with suitable seating, and when such employees were not engaged in duties
9 which required them to stand, no seating was placed in reasonable proximity to their
10 workstations.

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

16 175. The aggrieved employees worked in various positions, including but not limited
17 to, packers, facility technicians, line operators, line suppliers, maintenance mechanics, mixer
18 leads, production leads, production line leads, wrap operators, palletizers, receivers, warehouse
19 workers, maintenance technicians, operators, material handlers, machine operators, sanitation
20 technicians, among other similar title(s) and/or position(s). The nature of Plaintiffs' and other
21 aggrieved employees' work reasonably permitted the use of seats. However, Defendants failed
22 to provide suitable seating in reasonable proximity to aggrieved employees' work areas in
23 violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and
24 1199, subjecting Defendants to civil penalties under Labor Code sections 1199 and 2699. Each
25 violation of each Labor Code section and IWC Wage Order provision, for each aggrieved
26 employee, results in a separate civil penalty.

27 **Sick Leave Violations**

28 176. Defendants violated California's paid sick leave laws including, Labor Code

1 sections 245-248.5 and 233-234. Defendants either failed to provide sick leave pay to Plaintiffs
2 and other aggrieved employees or failed to properly accrue paid sick leave due to Defendants'
3 failure to account for actual hours worked (as explained above), and/or failure to incorporate
4 multiple rates of pay and/or all forms of non-discretionary remuneration including but not limited
5 to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
6 compensation into the sick leave pay rate calculation.

7 177. Defendants further failed to give Plaintiffs and other aggrieved employees notice
8 of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor Code
9 section 2810.5 notice. In addition, Defendants failed to maintain accurate records of used sick
10 leave and the balance of paid sick leave left to the employees, which affected Plaintiffs' and
11 other aggrieved employees' intelligent exercise of their paid sick leave.

12 178. But for this failure, Plaintiffs and other aggrieved employees would have used
13 their paid sick leave at least prior to their respective separations, for as on several occasions
14 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
15 compensation.

16 179. In violation of Labor Code section 247.5, Defendants failed to maintain records
17 documenting the hours worked and paid sick days accrued and used by Plaintiffs and all
18 aggrieved employees, permitting the presumption that Plaintiffs and all aggrieved employees
19 were entitled to the maximum number of hours accruable.

20 180. Upon information and belief, Defendants failed and continue to fail to comply
21 with Labor Code section 246, by failing to provide Plaintiffs and all aggrieved employees with
22 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
23 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it
24 pays wages.

25 181. These practices violated California's sick leave laws, Labor Code section 245, et
26 seq.

27 182. On information and belief, Plaintiffs allege that all of these practices were
28 experienced and continue to be experienced by other aggrieved employees.

183. Accordingly, Plaintiffs seek all appropriate relief under the PAGA, the
aforementioned code provisions including but not limited to Labor Code section 233 and 234,
and seek injunctive relief, attorney’s fees, declaratory relief, and penalties as permitted by law.

Failure To Provide Supplemental Paid Sick Leave

184. Labor Code section 248.2 provides that all employers with 26 or more employees
are required to provide up to 80 hours for covered employees to take 2021 COVID-19
Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is
vaccine-related. Defendants violated Labor Code section 248.2 by not providing Plaintiffs and
other aggrieved employees with required 2021 COVID-19 Supplemental Paid Sick Leave.
Based on information and belief, Defendants failed to provide Supplemental Paid Sick Leave in
2022 in violation of Labor Code section 248.6.

Failure to Pay Vested Vacation/Paid Time Off

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

186. Based on information and belief, Defendants had and continue to have a uniform
policy and practice of failing to allow aggrieved employees to use their earned vacation/paid
time off during their employment and failing to pay all vested, accrued paid time off to aggrieved
employees upon separation of employment, in violation of California law, including but not
limited to, Labor Code section 227.3.

**Violation of the California Worker Adjustment and Retraining Notification Act (“WARN”
Act) - Labor Code Sections 1400-1408**

187. Mass layoffs, relocations and terminations in California are regulated by the
California WARN Act (Labor Code sections 1400-1408). Under the California WARN Act
(“Cal-WARN Act”), employers must provide 60 days’ notice to affected employees before

ordering a “mass layoff.” Labor Code section 1400, et seq.

188. Section 1401(a) provides as follows: (a) An employer may not order a mass layoff, relocation, or termination at a covered establishment unless, 60 days before the order takes effect, the employer gives written notice of the order to the following: (1) The employees of the covered establishment affected by the order. (2) The Employment Development Department, the local workforce investment board, and the chief elected official of each city and county government within which the termination, relocation, or mass layoff occurs.

189. Section 1401(b) provides that “[a]n employer required to give notice of any mass layoff...under this chapter shall include in its notice the elements required by the federal [WARN] Act. (29 U.S.C. Sec. 2101 et seq.).

190. Section 1400 defines the terms used to impose the above-described notice duty. A “[c]overed establishment” means any industrial or commercial facility or part thereof that employs, or has employed within the preceding 12 month, 75 or more persons.” Lab. Code section 1400(a). “Employer” means any person...who directly or indirectly owns and operates a covered establishment.” Labor Code section 1400(b). ““Mass layoff”” means a layoff during any 30-day period of 50 or more employees at a covered establishment.” Labor Code section 1400(d). ““Layoff”” means a separation from a position for lack of funds or lack of work.” Labor Code section 1400(c). ““Termination”” means the cessation or substantial cessation of industrial or commercial operations in a covered establishment.” Labor Code section 1400(f).

191. At all relevant times, Defendants directly or indirectly owned, operated and/or otherwise managed a covered establishment at which Defendants ordered a mass layoff of aggrieved employees without providing legally compliant written notice at least sixty days in advance to aggrieved employees as required under the Cal-WARN Act, thereby denying aggrieved employees of the notice and mandated waiting-time period under the Cal-WARN Act prior to the mass layoff, in violation of the Cal WARN Act, section 1401(a).

192. For example, Defendants violated the Cal-WARN act by terminating Plaintiffs’ employment without cause and the employment of other aggrieved employees without cause pursuant to a “mass layoff,” “relocation” and/or “termination” as defined in Labor Code section

1400, on or about March 11, 2022, without giving written notice containing all legally-mandated elements at least sixty (60) days before the order took effect to (1) the employees affected by the order, namely, Plaintiffs and other Aggrieved Employees and/or (2) the Employment Development Department, the local investment board, and the chief elected official of each city and county government within which the mass layoff, relocation or termination occurred.

193. Based on information and belief, Defendants have a policy and practice of failing to give compliant written notice to aggrieved employees within the timing requirements set forth in Labor Code section 1401(a) before ordering a mass layoff, relocation or termination, in violation of, including but not limited to, Labor Code section 1401(a).

194. These violations subject Defendants to civil penalties including but not limited to penalties pursuant to Labor Code section 1403 of up to \$500 dollars for each day of Defendants violation of Labor Code section 1401 for each aggrieved employee. Moreover, Plaintiffs and other aggrieved employees are entitled to recover reasonable attorney's fees and costs under Labor Code section 1404.

Unlawful Agreements/ Unlawful Criminal History Inquiries

195. *Unlawful Agreements.* Labor Code section 432.5 provides that "no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law." Defendants required and continue to require Plaintiffs and other aggrieved employees to agree in writing to unlawful conditions of employment including but not limited to unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

196. The California Labor Code places certain procedural and substantive limits on an employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer

1 Reporting Agencies Act (ICRAA- CA Civil Code section 1786, et seq.) and the Fair Credit
2 Reporting Act (FCRA - 15 U.S.C. section 1681, et seq.) mandate several requirements prior to
3 and following an employee background check, including but not limited to identifying an
4 appropriate reason for the background check, a separate consent form with required disclosures
5 and certain formatting requirements, additional forms such as a summary of rights, a way by
6 which to request a copy of the report, as well as proper notice of adverse actions taken, among
7 other statutory requirements.

8 197. Based on information and belief, Defendants ordered unlawful financial credit
9 checks on aggrieved employees, in violation of Labor Code section 1024.5, and required them
10 to provide ongoing written consent to the unlawful credit checks as a condition of employment,
11 in violation of California and Federal law, which results in a violation of Labor Code section
12 432.5.

13 198. Based on information and belief, Defendants required aggrieved employees to
14 submit and/or agree to submit in writing to unlawful criminal background checks as a condition
15 of obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged
16 above.

17 199. Based on further information and belief, Defendants required aggrieved
18 employees to agree in writing to provide Defendants with ongoing consent to conduct
19 background checks throughout the duration of employment, in violation of the ICRAA and/or
20 FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5,
21 by requiring applicants and employees to agree to an unlawful provision as a condition of
22 employment.

23 200. Based on further information and belief, Defendants knew that requiring
24 aggrieved employees to agree to unlawful criminal and/or financial background checks as a
25 condition of obtaining and/or holding employment was unlawful.

26 201. By requiring that aggrieved employees sign off on the illegal background and/or
27 financial checks, Defendants violated Labor Code section 432.5.

28 ///

Unlawful Inquires into Criminal History

202. Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Defendants asked aggrieved employees about arrests not resulting in convictions on its employment application, in violation of California law.

203. Upon information and belief, Defendants, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked aggrieved employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

204. By asking about arrests not resulting in convictions, Defendants violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Defendants violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring aggrieved employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Failure to Provide a Safe and Healthful Workplace

205. Pursuant to California Labor Code sections 6400-6404 and 6406-6407 of the California Occupational Safety and Health Act (“Cal OSHA”), employers must maintain a safe and healthful place of employment. Specifically, Labor Code section 6400, requires the following:

206. (a) Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein...

207. Labor Code section 6401 provides as follows:

208. Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

- 1 209. Labor Code section 6402 prohibits the following:
- 2 210. No employer shall require, or permit any employee to go or be in any employment
3 or place of employment which is not safe and healthful.
- 4 211. Similarly, Labor Code section 6404 provides as follows:
- 5 212. No employer shall occupy or maintain any place of employment that is not safe
6 and healthful.
- 7 213. In addition to the above, Labor Code section 6403 requires that employees
8 provide safety devices to its employees. Labor Code section 6403 states:
- 9 214. No employer shall fail or neglect to do any of the following:
- 10 215. (a) To provide and use safety devices and safeguards reasonably adequate to
11 render the employment and place of employment safe.
- 12 216. (b) To adopt and use methods and processes reasonably adequate to render the
13 employment and place of employment safe.
- 14 217. (c) To do every other thing reasonably necessary to protect the life, safety, and
15 health of employees.
- 16 218. Similarly, Labor Code section 6406(d) states the following:
- 17 219. No person shall do any of the following ... (d) Fail or neglect to do every other
18 thing reasonably necessary to protect the life, safety, and health of employees.
- 19 220. Finally, Labor Code section 6407 provides:
- 20 221. Every employer and every employee shall comply with occupational safety and
21 health standards, with Section 25910 of the Health and Safety Code, and with all rules,
22 regulations, and orders pursuant to this division which are applicable to his own actions and
23 conduct.
- 24 222. Moreover, Labor Code section 6409.6 sets forth the actions an employer (or
25 representative of employer) must take within one business day of receiving notice of potential
26 exposure to COVID-19, including but not limited to employee-notice and reporting
27 requirements.
- 28 223. At all relevant times, Defendants employed Plaintiffs and other aggrieved

1 employees subject to Labor Code sections 6400-6404, 6406, and 6407. At all relevant times,
2 Defendants had and have a policy and practice of failing to furnish and use safety devices and
3 safeguards and of failing to adopt and use practices, means, methods, operations, and/or
4 processes which are reasonably adequate to render such employment and place of employment
5 safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. At all
6 relevant times Defendants had and have a policy and practice of requiring or permitting
7 employees to go or be in in any employment or place of employment which is not safe and
8 healthful, pursuant to Labor Code section 6402. At all relevant times, Defendants had and have
9 a policy and practice of failing or neglecting to: provide and use safety devices and safeguards
10 reasonably adequate to render the employment and place of employment safe; adopt and use
11 methods and processes reasonably adequate to render the employment and place of employment
12 safe; and do every other thing reasonably necessary to protect the life, safety, and health of
13 employees, pursuant to Labor Code section 6403.

14 224. Plaintiffs are informed and believe and thereon allege that these failures include,
15 without limitation, failing to disinfect time clocks and other surfaces after use by Plaintiffs and/or
16 other aggrieved employees; failing to provide adequate protection equipment (e.g., face masks)
17 to Plaintiffs and other aggrieved employees; and failing to provide adequate distance in working
18 conditions between Plaintiffs and/or other aggrieved employees.

19 225. At all relevant times, Defendants had a policy and practice of failing to give
20 sufficient, adequate and proper notice to Plaintiffs and/or other aggrieved employees of the
21 COVID-19 exposure within one business day of receiving notice of potential COVID-19
22 workplace exposure from a qualifying individual as required by Labor Code section 6409.6.
23 Plaintiffs are informed and believe that numerous employees contracted COVID-19 during the
24 relevant time periods, but that Defendants failed to provide notice to employees. Based on further
25 information and belief, Defendants do not or did not keep adequate records of written
26 notifications required in subdivision (a) for a period of at least three years.

27 226. At all relevant times, Defendants had and have a policy and practice of failing
28 within one business day after Defendants or a representative of Defendants received notice of

1 potential exposure to COVID-19 to provide written notice to Plaintiffs and other aggrieved
2 employees and/or their exclusive representatives, who were on the premises at the same worksite
3 as a qualifying individual who was within the infectious period that they may have been exposed
4 to COVID-19. Based on further information and belief, Defendants had and have a policy and
5 practice of failing within one business day after Defendants or a representative of Defendants
6 received a notice of potential exposure to COVID-19 to provide Plaintiffs and other aggrieved
7 employees who were on the premises at the same worksite as the qualifying individual within
8 the infectious period and the exclusive representative, if any, with information regarding
9 COVID-19-related benefits to which the employee may be entitled under applicable federal, state
10 or local laws, including but not limited to, workers' compensation, and options for exposed
11 employees, including COVID-19-related leave, company sick leave, state-mandated leave,
12 supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and
13 antidiscrimination protections of the employee. As such, Defendants violated, without limitation,
14 Labor Code sections 6409.6 and 6432.

15 227. At all relevant times, Defendants had and have a policy and practice of failing
16 within one business day after Defendants or a representative of Defendants received a notice of
17 potential exposure to COVID-19 to notify Plaintiffs and other aggrieved employees who were
18 on the premises at the same worksite as the qualifying individual within the infectious period,
19 and the employers of the subcontracted employees who were on the premises at the same
20 worksite as the qualifying individual within the infectious period and the exclusive
21 representative, if any, of the cleaning and disinfection plan that the employer is implementing
22 per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19
23 prevention program per the CAL-OSHA COVID-19 Emergency Temporary Standards. As
24 such, Defendants violated, without limitation, Labor Code sections 6409.6 and 6432.

25 228. At all relevant times, Defendants had and have a policy and practice of failing to
26 notify the local public health agency in the jurisdiction of the worksite of the names, number,
27 occupation and worksite of employees who had a laboratory-confirmed case of COVID-19, as
28 defined by the State Department of Public Health; a positive COVID-19 diagnosis from a

1 licensed health care provider; a COVID-19 related order to isolate provided by a public health
2 official; or died due to COVID-19, in the determination of a county public health department or
3 per inclusion in the COVID-19 statistics of a county. As such, Defendants violated, without
4 limitation, Labor Code sections 6409.6 and 6432.

5 229. Plaintiffs are informed and believe, and based thereon allege that Defendants
6 violated California Code of Regulations, title 8, sections 1527, 3366, 3457, and 8397.4 by failing
7 to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing,
8 cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and
9 serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels
10 or blowers; and a sufficient number of toilets to be used.

11 230. Plaintiffs are informed and believe and based thereon allege that Defendants
12 violated the Labor Code sections described herein, including without limitation, for failure to:
13 furnish and use safety devices and safeguards; give sufficient, adequate and proper notice to
14 employees of COVID-19 exposures, to provide written notice to Plaintiffs and/or other aggrieved
15 employees, who were on the premises at the same worksite as a qualifying individual who was
16 within the infectious period that they may have been exposed to COVID-19 pursuant to
17 California and local laws.

18 231. Based on information and belief, Defendants failed to protect aggrieved
19 employees from exposure to COVID-19 due to, including but not limited to, failing to
20 maintain/update Defendants' workplace safety plans and/or procedures to properly address
21 hazards related to the COVID-19 virus.

22 232. As such, Defendants failed to comply with the occupational safety and health
23 standards, failed to do everything reasonably necessary to protect the health and safety of
24 employees, failed to maintain a safe and healthful workplace, and failed to provide the safety
25 devices necessary to maintain a safe and healthful workplace.

26 233. As a result of Defendants' acts and omissions, Defendants violated Labor Code
27 section 6400-6404, 6406-6407, and 6409.6 as to Plaintiffs and other aggrieved employees and
28 is subject to civil penalties.

234. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

235. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

236. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable

statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

///

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
2 class members for all necessary business-related expenses as required by California Labor Code
3 sections 2800 and 2802;

4 49. For actual, consequential and incidental losses and damages, according to proof;

5 50. For the imposition of civil penalties and/or statutory penalties;

6 51. For reasonable attorneys' fees and costs of suit incurred herein; and

7 52. For such other and further relief as the Court may deem just and proper.

8 **As to the Tenth Cause of Action**

9 53. That the Court decree, adjudge and decree that Defendants violated California
10 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
11 other class members all overtime compensation due to them, failing to provide all meal and rest
12 periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
13 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
14 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
15 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

16 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
17 all pre-judgment interest from the day such amounts were due and payable;

18 55. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violation of California Business and Professions Code sections 17200,
21 et seq.;

22 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 57. For injunctive relief to ensure compliance with this section, pursuant to California
25 Business and Professions Code sections 17200, et seq.; and

26 58. For such other and further relief as the Court may deem just and proper.

27 **As to the Eleventh Cause of Action**

28 59. For civil penalties and wages pursuant to California Labor Code sections 2699(a),

(f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 216, 221-223, 225.5, 226(a), 226.3, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.7, 510, 512(a), 558, 558.1, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 1400-1408, 2800, 2802, 2810.5, 6400-6404, 6406-6407, 6409.6, and 6432; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 17, 2024

LAWYERS for JUSTICE, PC

By: 
Arman Marukyan
Attorneys for Plaintiff Joshua Wolfe

Dated: April 17, 2024

CROSNER LEGAL, PC

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