

ELECTRONICALLY FILED

Superior Court of California,
County of Tulare

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on behalf of herself and all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

JULISSA LENAY HALEY, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MWI VETERINARY SUPPLY CO., an Idaho
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: VCU305462

*[Assigned to the Hon. Bret D. Hillman,
Dept. 7]*

FIRST AMENDED COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. VIOLATION OF LABOR CODE § 227.3;
9. FAILURE TO PROVIDE EXPENSE REIMBURSEMENT;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR CIVIL PENALTIES UNDER LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 and 2699

1 **DEMAND FOR JURY TRIAL**

2 [Amount in Controversy Greater Than
3 \$25,000.00]

4 Plaintiff Julissa Lenay Haley, on behalf of herself and all others similarly situated and
5 aggrieved, alleges as follows:

6 **GENERAL ALLEGATIONS**

7 **INTRODUCTION**

8 This is a Class Action, pursuant to Code of Civil Procedure section 382, against Defendant
9 MWI Veterinary Supply Co, and any of its respective subsidiaries or affiliated companies within
10 the State of California (“MWI” or “Defendants”) on behalf of Plaintiff and all other current and
11 former non-exempt California employees employed by or formerly employed by Defendants
12 (“Class Members”).

13 This is also a representative action, pursuant to the Labor Code Private Attorneys General
14 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, as a proxy
15 of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf
16 of Plaintiff and all other current and former non-exempt employees of Defendants working within
17 the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure
18 to comply with various Labor Code sections, including Labor Code section 2810.5, Labor Code
19 section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 245, *et seq.*,
20 Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on
21 behalf of all employees of Defendants working within the Civil Penalty Period (collectively,
22 “Aggrieved Employees”).

23 **JURISDICTION AND VENUE**

24 Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil
25 Procedure section 410.10.

26 Venue is proper in Tulare County, California pursuant to Code of Civil Procedure sections
27 392, *et seq.* because, among other things, Tulare County is where the causes of action complained
28 of herein arose; the county in which the employment relationship began; the county in which

1 performance of the employment contract, or part of it, between Plaintiff and Defendants was due to
2 be performed; the county in which the employment contract, or part of it, between Plaintiff and
3 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
4 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
5 Employees in Tulare County, and because Defendants employ numerous Aggrieved Employees in
6 Tulare County.

7 Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by Defendants
8 during the applicable statutory period and suffered one or more of the Labor Code violations set
9 forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is
10 defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private
11 Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
12 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
13 employees of Defendants during the Civil Penalty Period.

14 Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
16 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
17 allegations described herein is not required.

18 During the period beginning one (1) year preceding the provision of notice to the LWDA
19 regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants
20 violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7,
21 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1,
22 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5, among others.

23 Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as
24 Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within the
25 statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified
26 in Labor Code section 2699.3.

27 On or around October 31, 2023, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

1 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
2 by certified mail, with return receipt requested to Defendants, and each of them.

3 Plaintiff also provided Defendants, and each of them, with notice under Labor Code section
4 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and hour
5 violations under Labor Code section 2810.3 on October 31, 2023 by certified mail with return receipt
6 requested.

7 Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
8 notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar
9 days of the October 31, 2023 postmarked date of the herein-described notice sent by Plaintiff to the
10 LWDA and Defendants.

11 **FACTUAL BACKGROUND**

12 At all relevant times mentioned herein, Defendants had and have a policy or practice of
13 failing to pay overtime wages to Plaintiff, other Class Members, and other Aggrieved Employees in
14 the State of California in violation of California state wage and hour laws as a result of, without
15 limitation, Plaintiff, other Class Members, and other Aggrieved Employees working over eight (8)
16 hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without
17 paying them proper overtime wages, as a result of, without limitation, failing to accurately track
18 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
19 off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer
20 under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after
21 clocking out, to clock out for meal periods and continue working, to don and doff uniforms and/or
22 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or
23 drive off the clock; failing to include all forms of remuneration, including non-discretionary
24 bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of
25 pay for the pay periods where overtime was worked and the additional compensation was earned
26 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
27 entries, editing and/or manipulation of time entries to show less hours than actually worked, for
28 paying straight pay instead of overtime pay, and by attempting but failing to properly implement an

1 alternative workweek schedule (“AWS”) (including, without limitation, by failing to implement
2 a written agreement designating the regularly scheduled alternative workweek in which the
3 specified number of work days and work hours are regularly recurring; failing to adopt the AWS in
4 a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
5 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
6 AWS election; and/or failing to register an AWS election with the State of California, as required
7 by Labor Code section 511 and applicable Wage Orders), to the detriment of Plaintiff, other Class
8 Members, and other Aggrieved Employees.

9 At all relevant times mentioned herein, Defendants had and have a practice or policy of
10 failing to compensate Plaintiff, other Class Members, and other Aggrieved Employees with
11 minimum wages for all hours worked or otherwise under Defendants’ control as a result of, without
12 limitation, failing to accurately track and/or pay for all minutes actually worked; by requiring
13 employees: to remain on-call; to suffer under Defendants’ control to complete pre-shift tasks before
14 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
15 working, to don and doff uniforms and/or safety equipment off the clock, to attend company
16 meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee
17 time entries, editing and/or manipulation of time entries to show less hours than actually worked;
18 failing to pay reporting time pay; paid time off and vacation time owed; and failing to pay split shift
19 premiums to the detriment of Plaintiff, other Class Members, and other Aggrieved Employees.

20 At all relevant times mentioned herein, Defendants had and have a policy or practice of
21 failing to provide Plaintiff, other Class Members, and other Aggrieved Employees a thirty (30)
22 minute uninterrupted, timely, and complete meal period for days on which the employee worked in
23 excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and
24 complete 30-minute meal periods or compensation in lieu thereof including, without limitation, by
25 interrupting meal periods; not providing timely meal periods; failing to provide first and second
26 meal periods; providing short meal periods; requiring that employees carry cellular telephones or
27 walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise
28

1 requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-
2 deducted by law or during which employees worked, as required by California wage and hour laws.

3 At all relevant times mentioned herein, Defendants had and have a policy or practice of
4 failing to provide Plaintiff, other Class Members, and other Aggrieved Employees paid,
5 uninterrupted, timely, and complete rest periods of at least ten (10) minutes per four (4) hours
6 worked or major fractions thereof, or compensation in lieu thereof, including, without limitation, by
7 failing to provide rest periods all together; requiring that they be bundled together and/or with meal
8 periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies
9 during rest periods not providing them in a timely fashion; and not permitting employees to leave
10 the premises; and/or otherwise requiring on-duty/on-call rest periods as required by California wage
11 and hour laws.

12 At all relevant times mentioned herein, Defendants had and have a policy or practice of
13 failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
14 Plaintiff, other Class Members, and other Aggrieved Employees with itemized wage statements that
15 accurately reflect gross wages earned; total hours worked by the employee; net wages earned; all
16 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
17 of hours worked at each hourly rate by the employee; the legal name of the employer and/or the
18 name and address of the legal entity securing the employer's services if the employer is a farm labor
19 contractor; and other such information as required by Labor Code section 226, subdivision (a).

20 At all relevant times mentioned herein, Defendants had and have a policy or practice of
21 failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
22 Plaintiff, other Class Members, and other Aggrieved Employees with documents signed to obtain
23 or hold employment under Labor Code section 432, personnel records under Labor Code section
24 1198.5, and time records under Labor Code section 1174, making it difficult for Plaintiff, other
25 Class Members, and other Aggrieved Employees to calculate their unpaid wages and/or premium
26 payments, to the detriment of Plaintiff, other Class Members, and other Aggrieved Employees.

27 At all relevant times mentioned herein, Defendants had and have a policy or practice of
28 failing to timely pay Plaintiff, other Class Members, and other Aggrieved Employees all wages

1 owed upon termination and/or resignation, including for, without limitation, overtime wages,
2 minimum wages, premium wages, paid time off and vacation time owed as required by Labor Code
3 sections 201, 202, and 203.

4 At all relevant times herein, Defendants had and have a policy or practice of failing to pay
5 Plaintiff, other Class Members, and Aggrieved Employees their paid time off and vacation time
6 owed upon separation of employment as wages at their final rate of pay in violation of Labor Code
7 section 227.3 and applicable Wage Orders.

8 At all relevant times mentioned herein, Defendants have had a policy or practice of failing
9 and refusing, and continue to fail and refuse, to reimburse employees, including, without limitation,
10 Plaintiff, other Class Members, and other Aggrieved Employees, with their costs incurred for
11 driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other
12 deposits, separately laundering mandatory uniforms, for the purchase and maintenance of cellular
13 phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their
14 obedience to the directions of Defendants, as required by Labor Code 2802.

15 At all relevant times mentioned herein, Defendants have had a policy or practice of failing
16 to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
17 Protection Act of 2011) by, among other things, failing to provide Plaintiff, other Class Members,
18 and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their
19 employment; allowances claimed as part of the minimum wage; the regular payday designated by
20 Defendants; the name, address, and telephone number of the workers' compensation insurance
21 carrier; information regarding paid sick leave; and other pertinent information required to be
22 disclosed by Defendants under Labor Code section 2810.5.

23 At all relevant times mentioned herein, Defendants failed to provide Plaintiff, other Class
24 Members, and other Aggrieved Employees with the amount of paid sick leave required to be
25 provided pursuant to California law (including, without limitation Labor Code section 245, *et seq.*),
26 and also did not permit its use upon request as contemplated under California laws, to the detriment
27 of Plaintiff, other Class Members, and other Aggrieved Employees.

28 At all relevant times mentioned herein, Defendants have had a policy or practice of failing

1 to pay Plaintiff, other Class Members, and other Aggrieved the full amount of their wages for labor
2 performed in a timely fashion in accordance with Labor Code Section 204, which requires that:
3 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
4 for between the 16th and 26th day of the month during which the labor was performed, and labor
5 performed between the 16th and the last day, inclusive of any calendar month, shall be paid for
6 between the 1st and 10th day of the following month.”

7 At all relevant times mentioned herein, Defendants had and have a policy or practice of
8 preventing Plaintiff, other Class Members, and/or other Aggrieved Employees from using or
9 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
10 competing with Defendants, including, without limitation, preventing Employees from disclosing
11 their wages in negotiating a new job with a prospective employer, and from disclosing who else
12 works at Defendants and under what circumstances that they might be receptive to an offer from a
13 rival employer. Plaintiff is informed and believes that this policy and/or practice violates Business
14 and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions
15 of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

16 Defendants had and have a policy or practice of preventing Plaintiff, other Class Members,
17 and/or other Aggrieved Employees from disclosing violations of state and federal law, either within
18 Defendants to their managers or outside to private attorneys or government officials, among others,
19 in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code
20 section 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described
21 policies and/or practices prevent Plaintiff, other Class Members, and/or other Aggrieved Employees
22 from disclosing information about unsafe or discriminatory working conditions, or about wage and
23 hour violations in violation of Labor Code section 232 and 232.5.

24 Defendants had and have a policy or practice of preventing Plaintiff, other Class Members,
25 and/or other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus
26 violating state statutes entitling employees to disclose wages, working conditions, and illegal
27 conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5,
28 and 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the

1 exercise of Plaintiff's, other Class Members, and/or other Aggrieved Employee's constitutional
2 rights of freedom of speech and economic liberty.

3 Plaintiff, on her own behalf and on behalf of Class Members, brings this action pursuant to,
4 including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 245,
5 *et seq.*, 510, 512, 1194, 1194.2, 1197, 2802 and California Code of Regulations, Title 8, section
6 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
7 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failing
8 to pay vested vacation time at the proper rate of pay, expense reimbursement, other such provisions
9 of California law, and reasonable attorneys' fees and costs.

10 Plaintiff, on her own behalf and on behalf of Class Members, pursuant to Business and
11 Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting
12 Defendants from further violating the Labor Code and requiring the establishment of appropriate
13 and effective means to prevent further violations, as well as all monies owed but withheld and
14 retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution of
15 amounts owed.

16 Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code
17 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
18 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
19 Employees pursuant to PAGA.

20 **PARTIES**

21 **A. Plaintiff**

22 Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is
23 informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
24 exempt employee, with duties that included, but were not limited to, unload trucks, organize items,
25 make sure item descriptions matches correctly. Plaintiff is informed and believes that Plaintiff
26 worked for Defendants from approximately April of 2023 through at least July of 2023.

27 **B. Defendants**

28 Plaintiff is informed and believes and based thereon alleges that Defendant MWI Veterinary

1 Supply Co. is, and at all times relevant hereto was, a corporation organized and existing under and
2 by virtue of the laws of the State of Idaho and doing business in the County of Tulare, State of
3 California.

4 The true names and capacities, whether individual, corporate, associate, or otherwise, of
5 defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
6 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
7 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
8 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
10 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
11 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
12 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
13 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
14 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
15 include MWI and any of its parent, subsidiary, or affiliated companies within the State of California,
16 as well as DOES 1 through 100 identified herein.

17 **CLASS ACTION ALLEGATIONS**

18 Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant
19 to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former
20 non-exempt employees of Defendants within the State of California at any time commencing four
21 (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the class action
22 is provided to the class (collectively referred to as “Class Members”).

23 Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to
24 amend or modify the class description with greater specificity, further divide the defined class into
25 subclasses, and to further specify or limit the issues for which certification is sought.

26 This action has been brought and may properly be maintained as a class action under the
27 provisions of Code of Civil Procedure section 382 because there is a well-defined community of
28 interest in the litigation and the proposed Class is easily ascertainable.

1 **A. Numerosity**

2 The potential Class Members as defined are so numerous that joinder of all the members of
3 the Class is impracticable. While the precise number of Class Members has not been determined
4 yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed
5 by Defendants within the State of California.

6 Accounting for employee turnover during the relevant periods necessarily increases this
7 number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 There are questions of law and fact common to Class Members. These common questions
12 include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?
- 28 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code

1 section 203?

2 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
3 Class Members with accurate wage statements?

4 J. Did Defendants fail to pay Class Members in a timely fashion as required under
5 Labor Code section 204?

6 K. Did Defendants violate Labor Code section 227.3 by not providing Class Members
7 with compensation at their final rate of pay for vested paid vacation time.

8 L. Did Defendants fail to reimburse Class Members for reasonable and necessary
9 expenses they incurred in the discharge of their duties?

10 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
11 section 17200, *et seq.*, by their unlawful practices as alleged herein?

12 N. Are Class Members entitled to restitution of wages under Business and Professions
13 Code section 17203?

14 O. Are Class Members entitled to costs and attorneys' fees?

15 P. Are Class Members entitled to interest?

16 **C. Typicality**

17 The claims of Plaintiff herein alleged are typical of those claims which could be alleged by
18 any Class Members, and the relief sought is typical of the relief which would be sought by each
19 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
20 arising out of and caused by Defendants' common course of conduct in violation of laws and
21 regulations that have the force and effect of law and statutes as alleged herein.

22 **D. Adequacy of Representation**

23 Plaintiff will fairly and adequately represent and protect the interest of Class Members.
24 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
25 actions.

26 **E. Superiority of Class Action**

27 A class action is superior to other available means for the fair and efficient adjudication of
28 this controversy. Individual joinder of all Class Members is not practicable, and questions of law

1 and fact common to Class Members predominate over any questions affecting only individual Class
2 Members. Class Members, as further described therein, have been damaged and are entitled to
3 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
4 Labor Code at times, as set out herein.

5 Class action treatment will allow Class Members to litigate their claims in a manner that is
6 most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any
7 difficulties that are likely to be encountered in the management of this action that would preclude
8 its maintenance as a class action.

9 **FIRST CAUSE OF ACTION**

10 **(Failure to Pay Overtime Wages – Against All Defendants)**

11 Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 At all relevant times, Plaintiff and Class Members were employees or former employees of
14 Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

15 At all times relevant to this Complaint, Labor Code section 510 was in effect and provided:
16 “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday
17 and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of
18 no less than one and one-half times the regular rate of pay for an employee.”

19 At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny
20 work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
21 regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
22 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

23 As discussed further in the Factual Background section, for the four (4) years prior to the
24 filing of the Complaint in this Action through the present, Plaintiff and Class Members worked for
25 Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than
26 forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being
27 paid overtime wages for all hours worked as a result of, including but not limited to, Defendants
28 failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay

1 to the detriment of Plaintiff and Class Members.

2 Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than eight
3 (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
4 properly compensating overtime wages at the proper overtime rate of pay, Defendants willfully
5 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC
6 Wage Orders, and California law.

7 As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
8 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
9 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
10 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

11 **SECOND CAUSE OF ACTION**

12 **(Failure to Pay Minimum Wages – Against All Defendants)**

13 Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding
14 paragraphs as though fully set forth hereat.

15 At all relevant times, Plaintiff and Class Members were employees or former employees of
16 Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

17 Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members
18 were entitled to receive minimum wages for all hours worked or otherwise under Defendants'
19 control.

20 As discussed further in the Factual Background section, for the four (4) years prior to the filing
21 of the Complaint in this Action through the present, Defendants failed, at times, to accurately track
22 and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage
23 to the detriment of Plaintiff and Class Members.

24 As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
25 damages in an amount, subject to proof, to the extent they were not paid minimum wages for all
26 hours worked or otherwise due.

27 Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5
28 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full

1 amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable
2 attorneys' fees and costs of suit.

3 **THIRD CAUSE OF ACTION**

4 **(Failure to Provide Meal Periods – Against All Defendants)**

5 Plaintiff realleges and incorporates by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 At all relevant times, Plaintiff and Class Members were employees or former employees of
8 Defendants covered by Labor Code section 512 and applicable Wage Orders.

9 Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ
10 an employee for a work period of more than five (5) hours without a timely meal break of not less
11 than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
12 no employer shall employ an employee for a work period of more than ten (10) hours per day without
13 providing the employee with a second timely meal period of not less than thirty (30) minutes in
14 which the employee is relieved of all of his or her duties.

15 Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a
16 meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the
17 employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
18 compensation for each workday that the meal period is not provided.

19 As discussed further in the Factual Background section, for the four (4) years prior to the
20 filing of the Complaint in this Action through the present, Plaintiff and Class Members were not
21 provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work
22 without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to
23 provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the
24 occasions that Class Members were not provided compliant meal periods.

25 By their failure to provide Plaintiff and Class Members compliant meal periods as
26 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
27 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
28 violated the provisions of Labor Code section 512 and applicable Wage Orders.

1 As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
2 damages in an amount, subject to proof, to the extent they were not paid additional pay owed for
3 missed, untimely, interrupted, incomplete and/or on-duty meal periods.

4 Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional
5 pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and
6 penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
7 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

8 **FOURTH CAUSE OF ACTION**

9 **(Failure to Provide Rest Periods – Against All Defendants)**

10 Plaintiff realleges and incorporates by reference all of the allegations contained in the
11 preceding paragraphs as though fully set forth hereat.

12 At all relevant times, Plaintiff and Class Members were employees or former employees of
13 Defendants covered by applicable Wage Orders.

14 California law and applicable Wage Orders require that employers "authorize and permit"
15 employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period
16 "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to
17 six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of
18 more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
19 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
20 minutes of paid rest period.

21 Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a
22 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
23 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
24 regular rate of compensation for each work day that the rest period is not provided.

25 As discussed further in the Factual Background section, for the four (4) years prior to the
26 filing of the Complaint in this Action through the present, Plaintiff and Class Members were not
27 authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods
28 every four (4) hours of work or major fraction thereof. Moreover, Defendants failed to provide one

1 (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that
2 Class Members were not authorized or permitted to take compliant rest periods.

3 By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest
4 periods contemplated by California law, and one (1) additional hour of pay at the employee's regular
5 rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
6 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

7 As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
8 damages in an amount, subject to proof, to the extent they were not paid additional pay owed for
9 rest periods that they were not authorized or permitted to take.

10 Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional
11 pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and
12 penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
13 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FIFTH CAUSE OF ACTION**

15 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

16 Plaintiff realleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 At all relevant times, Plaintiff and Class Members were employees or former employees of
19 Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

20 Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled
21 upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged
22 Class Members were entitled to payment of all wages earned and unpaid prior to discharge
23 immediately upon termination. Class Members who resigned were entitled to payment of all wages
24 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
25 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
26 time of resignation.

27 Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before
28 the filing of the Complaint in this Action through the present, Defendants, due to the failure, at

1 times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all
2 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or
3 202.

4 Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class Members all
5 wages earned prior to termination or resignation in accordance with Labor Code sections 201 and
6 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members
7 at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally
8 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
9 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

10 Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time
11 penalties from the date their earned and unpaid wages were due, upon termination or resignation,
12 until paid, up to a maximum of thirty (30) days.

13 As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
14 damages in an amount subject to proof, to the extent they were not paid for all wages earned prior
15 to termination or resignation.

16 Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and
17 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time
18 penalties, interest, and their costs of suit, as well.

19 **SIXTH CAUSE OF ACTION**

20 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

21 Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs as though fully set forth hereat.

23 At all relevant times, Plaintiff and Class Members were employees or former employees of
24 Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

25 Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
26 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
27 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
28 wages earned; all applicable hourly rates in effect during the pay period and the corresponding

1 number of hours worked at each hourly rate, among other things.

2 Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before
3 the filing of the Complaint in this Action through the present, Defendants failed to comply with
4 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
5 failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately
6 reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate, among other things.

9 Defendants' failure to provide Plaintiff and Class Members with accurate wage statements
10 was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other
11 Class Members with accurate wage statements, but willfully provided wage statements that
12 Defendants knew were not accurate.

13 As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
14 injury. The absence of accurate information on Class Members' wage statements has delayed timely
15 challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations
16 to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct
17 time and pay records; and led to submission of inaccurate information about wages and amounts
18 deducted from wages to state and federal governmental agencies, among other things.

19 Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
20 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
21 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
22 period, not to exceed an aggregate \$4,000.00 per employee.

23 Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
24 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
25 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
26 and costs of suit.

27 **SEVENTH CAUSE OF ACTION**

28 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

1 Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
2 incorporate each by reference as though fully set forth hereat.

3 At all relevant times, Plaintiff and Class Members were employees or former employees of
4 Defendants covered by Labor Code section 204 and applicable Wage Orders.

5 Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
6 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
7 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
8 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

9 Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent
10 and apart from, any other penalty provided in this article, every person who fails to pay the wages
11 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5,
12 shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
13 for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or
14 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
15 percent of the amount unlawfully withheld.”

16 Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before
17 the filing of the Complaint in this Action through the present, Defendants employed policies and
18 practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code
19 section 204.

20 Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover
21 penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars
22 (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
23 subsequent violation in connection with each payment that was made in violation of Labor Code
24 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

25 Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032,
26 and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
27 interest, and their costs of suit, as well.

28 **EIGHTH CAUSE OF ACTION**

1 **(Violation of Labor Code § 227.3 – Against All Defendants)**

2 Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
3 preceding paragraphs of this Complaint as though fully set forth hereon.

4 According to Labor Code section 227.3, whenever a contract of employment or employer
5 policy provides for paid vacations, and an employee is terminated without having taken off his
6 vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance
7 with such contract of employment or employer policy respecting eligibility or time served.

8 Plaintiff is informed and believes, and based thereon alleges that, at all times relevant hereto,
9 Defendants promulgated and maintained a uniform policy providing for paid vacations, and that
10 Plaintiff's employment contract with Defendants included paid vacations.

11 For at least four (4) years prior to the filing of this action and continuing to the present,
12 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
13 employees or former employees within the State of California with compensation at their final rate
14 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

15 As a proximate result of Defendants' failure to pay vested vacation at the final rate of
16 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
17 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
18 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff
19 and Class Members, on the one hand, and Defendants, on the other hand.

20 As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff
21 and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment
22 interest.

23 **NINTH CAUSE OF ACTION**

24 **(Failure to Reimburse Business Expenses – Against All Defendants)**

25 Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
26 preceding paragraphs of this Complaint as though fully set forth hereon.

27 Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all
28 necessary expenditures or losses incurred by the employee in direct consequence of the discharge

1 of his or her duties.”

2 For at least four (4) years prior to the filing of this action and continuing to the present,
3 Defendants have had a policy or practice of failing and refusing, and continue to fail and refuse, to
4 reimburse employees, including, without limitation, Plaintiff and other Class Members with their
5 costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing
6 uniform and other deposits, separately laundering mandatory uniforms, for the purchase and
7 maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of
8 their duties, or of their obedience to the directions of Defendants, as required by Labor Code 2802.

9 Plaintiff and Class Members are entitled to reimbursement for these necessary expenditures,
10 plus interest and attorneys’ fees and costs, under Labor Code § 2802.

11 **TENTH CAUSE OF ACTION**

12 **(Unfair Competition – Against All Defendants)**

13 Plaintiff realleges and incorporates by reference all of the allegations contained in the
14 preceding paragraphs as though fully set forth hereat.

15 Plaintiff is informed and believes and based thereon alleges that the unlawful conduct of
16 Defendants alleged herein constitutes unfair competition within the meaning of Business and
17 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
18 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
19 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
20 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
21 employees within the State of California with the rights provided to them under the Healthy
22 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
23 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
24 advantage over other comparable companies doing business in the State of California that comply
25 with their obligations to compensate employees in accordance with the Labor Code.

26 As a result of Defendants’ unfair competition as alleged herein, Plaintiff and Class Members
27 have suffered injury in fact and lost money or property.

28 Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are

1 entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
2 requiring the establishment of appropriate and effective means to prevent further violations, as well
3 as restitution of all wages and other monies owed to them under the Labor Code, including interest
4 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them
5 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and
6 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure
7 to comply with the Labor Code.

8 Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
9 section 1032 and interest under Civil Code section 3287.

10 **ELEVENTH CAUSE OF ACTION**

11 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

12 Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
13 preceding paragraphs as though fully set forth hereat.

14 **Civil Penalties Under Labor Code § 210**

15 At all relevant times herein, Labor Code section 204, requires and required that: “[l]abor
16 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
17 the 16th and 26th day of the month during which the labor was performed, and labor performed
18 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
19 and 10th day of the following month.”

20 At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that
21 “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article,
22 every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b,
23 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
24 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
25 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
26 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

27 At all relevant times herein, Defendants have had a consistent policy or practice of failing to
28 pay Plaintiff and/or Aggrieved Employees all wages due during their employment on a timely basis

1 as per Labor Code section 204, including, but not limited to, overtime wages, minimum wages, and
2 meal/rest period premiums, vacation pay, and sick pay. Thus, pursuant to Labor Code section 210,
3 Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants'
4 violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each
5 Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for
6 each Aggrieved Employee for each subsequent violation in connection with each payment that was
7 made in violation of Labor Code section 204.

8 Civil Penalties Under Labor Code § 226.3

9 Defendants had and have a policy or practice of failing to comply with Labor Code section
10 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with
11 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
12 earned; the name and address of each employer with whom they have been placed to work; all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
15 entity securing the employer's services if the employer is a farm labor contractor; and other such
16 information as required by Labor Code section 226, subdivision (a).

17 Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of Section
18 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
19 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation
20 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
21 statement or fails to keep the records required in subdivision (a) of Section 226."

22 Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this
23 section are in addition to any other penalty provided by law."

24 Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have
25 a policy or practice of failing to furnish non-exempt employees, including, without limitation,
26 Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total hours
27 worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding
28 number of hours worked at each hourly rate in effect during the pay period; the legal name of the

1 employer and/or the name and address of the legal entity securing the employer's services if the
2 employer is a farm labor contractor; and other such information as required by Labor Code section
3 226, subdivision (a).

4 Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled
5 to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the
6 amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the
7 initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for
8 each subsequent violation.

9 Violation of Labor Code § 558

10 Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting
11 on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours
12 and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as
13 follows:

14 For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay
15 period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages;

17 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
18 for each pay period for which the employee was underpaid in addition to an amount
19 sufficient to recover underpaid wages;

20 Wages recovered pursuant to this section shall be paid to the affected employee."

21 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of
22 them, violated, or caused to be violated, the Labor Code sections described herein, including
23 causing Plaintiff and other Aggrieved Employees not to: be paid all wages due to them, including
24 overtime wages, minimum wages, meal/rest period premiums, vacation pay, and sick pay, be paid
25 with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed
26 as part of the minimum wage, the regular payday designated by employer, the name of the employer,
27 including any "doing business as" names used, the name, address, and telephone number of the
28 workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent

1 information.

2 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
3 Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil
4 penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50)
5 for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100)
6 for each Aggrieved Employee per pay period for each subsequent violation.

7 Violation of Labor Code § 1174.5

8 At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every
9 person employing labor in California to "[a]llow any member of the commission or the employees
10 of the Division of Labor Standards Enforcement free access to the place of business or employment
11 of the person to secure any information or make any investigation that they are authorized by this
12 chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
13 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
14 person."

15 At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every
16 person employing labor in California to "[k]eep a record showing the names and addresses of all
17 employees employed and the ages of all minors."

18 At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every
19 person employing labor in California to "[k]eep, at a central location in the state or at the plants or
20 establishments at which employees are employed, payroll records showing the hours worked daily
21 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate
22 paid to, employees employed at the respective plants or establishments. These records shall be kept
23 in accordance with rules established for this purpose by the commission, but in any case, shall be
24 kept on file for not less than three years. An employer shall not prohibit an employee from
25 maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
26 earned."

27 Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully fails
28 to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and

1 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
2 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
3 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

4 Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully
5 failed to keep adequate or accurate time records including wage statements and similar payroll
6 documents under Labor Code section 226, documents signed to obtain or hold employment under
7 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
8 Labor Code section 1174.

9 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
10 Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil
11 penalties for Defendants' herein-described Labor Code violations in the amount of five hundred
12 dollars (\$500) per violation per Aggrieved Employee.

13 Violation of Labor Code § 1197.1

14 Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person
15 acting either individually or as an officer, agent, or employee of another person, who pays or causes
16 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
17 or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
18 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
19 follows:

20 For any initial violation that is intentionally committed, one hundred dollars (\$100)
21 for each underpaid employee for each pay period for which the employee is
22 underpaid. This amount shall be in addition to an amount sufficient to recover
23 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
24 applicable penalties imposed pursuant to Section 203.

25 For each subsequent violation for the same specific offense, two hundred fifty dollars
26 (\$250) for each underpaid employee for each pay period for which the
27 employee is underpaid regardless of whether the initial violation is
28 intentionally committed. This amount shall be in addition to an amount

1 sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to Section 203.

3 Wages, liquidated damages, and any applicable penalties imposed pursuant to
4 Section 203, recovered pursuant to this section shall be paid to the affected
5 employee.”

6 Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
8 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
9 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
10 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
11 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
12 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
13 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

14 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
15 Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil
16 penalties for Defendants’ herein-described Labor Code violations in the amount one hundred dollars
17 (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and
18 fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

19 Civil Penalties Under Labor Code § 2699

20 Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision
21 of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected
22 by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for
23 a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
24 an aggrieved employee on behalf of himself or herself and other current or former employees
25 pursuant to the procedures specified in Labor Code section 2699.3.

26 Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code
27 except those for which a civil penalty is specifically provided, the established civil penalty for a
28 violation of those provisions is as follows: if, at the time of the alleged violation, the person employs

1 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
2 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
3 per pay period for each subsequent violation.

4 Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of
5 them, violated the Labor Code sections described herein, including, without limitation, for the
6 failure to: pay all wages due to Aggrieved Employees, including overtime wages, minimum wages,
7 meal/rest period premiums, vacation pay, and sick pay, pay the rates of pay and overtime rates of
8 pay applicable to their employment, allowances claimed as part of the minimum wage, the regular
9 payday designated by Defendants, the name of the employer, including “doing business as” names
10 used, the name, address, and telephone number of the workers’ compensation insurance carrier,
11 information regarding paid sick leave, and other pertinent information required to be disclosed by
12 Defendants under Labor Code section 2810.5, failing to provide Plaintiff and other Aggrieved
13 Employees with the amount of paid sick leave required to be provided pursuant to California and
14 local laws.

15 Moreover, Plaintiff and other Aggrieved Employees within the State of California whom he
16 seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in connection with
17 their herein-described claims for civil penalties.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff demands a trial by jury on all causes of action contained herein .

20 **PRAYER**

21 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
22 judgment against Defendants as follows:

- 23 A. An order certifying this case as a Class Action;
- 24 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
25 counsel as class counsel;
- 26 C. Damages for all wages earned and owed, including minimum, overtime wages and
27 unpaid wages for vested vacation time and sick pay, under Labor Code sections
28 245, 510, 1194, 1197 and 1199 and 227.3;

- 1 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 2 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 3 among other Labor Code sections, 512 and 226.7;
- 4 F. Penalties for inaccurate wage statements under Labor Code section 226,
- 5 subdivision (e);
- 6 G. Waiting time penalties under Labor Code section 203;
- 7 H. Penalties to timely pay wages under Labor Code section 210;
- 8 I. Expense reimbursement under Labor Code section 2802;
- 9 J. Preliminary and permanent injunctions prohibiting Defendants from further
- 10 violating the California Labor Code and requiring the establishment of appropriate
- 11 and effective means to prevent future violations;
- 12 K. Restitution of wages and benefits due which were acquired by means of any unfair
- 13 business practice, according to proof;
- 14 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 15 1174.5, 1197.1, and 2699;
- 16 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 17 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 18 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 19 O. For attorneys' fees in prosecuting this action;
- 20 P. For costs of suit incurred herein; and
- 21 Q. Such other and further relief as the Court deems just and proper.
- 22

23 Dated: March 10, 2025

BIBIYAN LAW GROUP, P.C.

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25
26 BY: /s/ Vedang J. Patel

VEDANG J. PATEL

27 Attorneys for Plaintiff JULISSA LENAY
28 HALEY on behalf of herself and all others
similarly situated and aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On April 16, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED COMPLAINT** to be served by electronic transmission to the parties and/or counsel set forth in the below service list:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 16, 2025, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria