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

GONZALO RAMIREZ JR., individually, and on
behalf of others similarly situated and aggrieved,

Plaintiff,

v.

GOLDEN MILE ENTERPRISES, INC., an
Indiana corporation; RUPINDER KAUR, a natural
person; and DOES 1 through 25, inclusive,

Defendants.

Case No.: CIVSB2328457

COMPLEX ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum and Regular Rate Wages Fixed by IWC Wage Orders and the Labor Code;
2. Failure to Pay Overtime Compensation;
3. Failure to Provide Meal Periods and Pay Wages in Lieu Thereof;
4. Failure to Provide Rest Periods and Pay Wages in Lieu Thereof;
5. Failure to Indemnify Necessary Expenditures or Losses;
6. Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records;
7. Failure to Pay Wages at Discharge or Quitting;
8. Unfair Competition Law Remedies for Unlawful and Unfair Business Acts; and
9. Labor Code Private Attorneys General Act of 2004 Remedies for IWC Wage Order and Labor Code Violations

DEMAND FOR JURY TRIAL

Action Filed: November 3, 2023

PAGA Case No.
LWDA-CM-987951-23: October 16, 2023

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1 **CLASS AND REPRESENTATIVE ACTION COMPLAINT**

2 1. Introduction. Plaintiff GONZALO RAMIREZ JR. (“Plaintiff”) brings this complaint
3 against defendant GOLDEN MILE ENTERPRISES, INC., an Indiana corporation, defendant
4 RUPINDER KAUR, an individual, and DOES 1 through 25, inclusive (collectively, “Defendants”),
5 based on facts that have evidentiary support or are likely to have evidentiary support after a reasonable
6 opportunity for further investigation and discovery, which Plaintiff alleges, including on information and
7 belief, pursuant to the laws of the State of California, for which Plaintiff prays for a judgment against
8 Defendants awarding damages, restitution, interest, statutory penalties, civil penalties, injunctive relief,
9 attorneys’ fees, litigation costs, and all other legal and equitable remedies deemed just under California
10 law.

11 2. Causes of Action and Remedies. Defendants employed Plaintiff and other individuals to
12 perform labor under employment policies and practices that failed to comply with Industrial Welfare
13 Commission (“IWC”) Wage Order No. 9-2001 (Regulating Wages, Hours and Working Conditions in
14 the Transportation Industry) or other applicable Wage Orders (collectively, “IWC Wage Order(s)”) and
15 Labor Code provisions fixing the minimum wages, maximum hours, and standard conditions of labor for
16 employees in California, which resulted, and continues to result, in illegal conduct giving rise to a class
17 and representative action based on Defendants’: (1) failure to pay minimum and regular rate wages; (2)
18 failure to pay overtime compensation; (3) failure to provide meal periods and pay wages in lieu thereof;
19 (4) failure to provide rest periods and pay wages in lieu thereof; (5) failure to indemnify necessary
20 expenditures or losses; (6) failure to furnish accurate itemized wage statements and to maintain accurate
21 records; (7) failure to pay wages at discharge or quitting; (8) violations of the Unfair Competition Law
22 (Business and Professions Code §§ 17200- 17210, et seq. [sometimes “UCL”]) for unlawful and unfair
23 business acts; and (9) Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698-2699.8,
24 *et. seq.*) remedies for IWC Wage Order and Labor Code violations.

25 3. First to Eighth Causes of Action as a Class Action. Plaintiff brings the first through
26 eighth causes of action against Defendants, individually, and as a class action on behalf of similarly
27 situated current and former employees who worked for Defendants during the applicable statutory
28 periods.

1 4. Ninth Cause of Action as a Representative Action. Plaintiff brings the ninth cause of
2 action against Defendants, as a deputized PAGA representative, and as a representative action on behalf
3 of the State of California based on at least one (1) violation of IWC Wage Orders or Labor Code
4 provisions, which Plaintiff alleges suffering as a result of Defendants’ illegal conduct occurring within
5 the State of California, including as alleged in Plaintiff’s October 16, 2023, notice to the Labor and
6 Workforce Development Agency (“LWDA”) and Defendants in LWDA, Case No. LWDA-CM-987951-
7 23, as may be amended (sometimes, “10/16/23 PAGA Notice”), which is incorporated by reference.

8 **JURISDICTION & VENUE**

9 5. Jurisdiction. The Superior Court of California has jurisdiction over this action because
10 Plaintiff is, or was, a California resident, and at least one of the Defendants regularly conducted business
11 in California when Defendants’ acts and omissions caused the losses, which Plaintiff seeks to remedy in
12 amounts yet unascertained, but subject to proof and within the jurisdiction of this Court. Moreover,
13 Defendants have sufficient minimum contacts in California and purposefully availed themselves of the
14 privileges of conducting business in California, including by forming an employment relationship with
15 Plaintiff, which render California courts’ exercise of jurisdiction over them consistent with the traditional
16 notions of fair play and substantial justice. Furthermore, no federal question is in controversy because
17 Plaintiff’s causes of action are based solely on California law.

18 6. Venue. Venue is proper in this judicial district of the County of San Bernardino because
19 Plaintiff and persons similarly aggrieved performed labor or resided in this judicial district while
20 performing labor for Defendants, and Defendants executed their illegal wage, hour, and working
21 condition policies and practices, which are subjects of this action, in this judicial district.

22 **PARTIES**

23 **Plaintiff, Individually, and on Behalf of Others Similarly Situated and Aggrieved.**

24 7. Plaintiff GONZALO RAMIREZ JR., Plaintiff, a natural person, brings this action against
25 Defendants, individually, having worked for Defendants in California in an hourly-paid position
26 Defendants likely classified as non-exempt during the applicable statutory periods.

27 8. Class Members. Plaintiff, an individual, brings class allegations, individually, and on
28 behalf of the following similarly situated persons:

1 All persons who worked for Defendants in California as non-exempt employees at any time
2 during the period beginning four (4) years prior to the filing of this action and ending on the
3 date the class is certified or on a date fixed by the Court ("Class Members").

4 Plaintiff reserves the right to name additional class representatives.

5 9. Aggrieved Employees. Plaintiff, as a deputized PAGA representative, brings PAGA
6 allegations, individually, and on behalf of the State of California with respect to the following persons:

7 All persons who worked for Defendants in California as non-exempt employees at any
8 time during the period beginning one (1) year prior to Plaintiff's October 16, 2023
9 PAGA Notice and ending on the date of judgment or on a date fixed by the Court
10 ("Aggrieved Employees").

11 Plaintiff reserves the right to name additional PAGA representatives.

12 **Defendant and Does 1 Through 25, Inclusive.**

13 10. Defendant Golden Mile Enterprises, Inc. Defendant GOLDEN MILE ENTERPRISES,
14 INC. is a corporation formed and existing under the laws of Indiana, who conducted business in
15 California under California Secretary of State file number: C4862355 including while employing
16 Plaintiff and Class Members.

17 11. Defendant Rupinder Kaur. Defendant RUPINDER KAUR is a natural person, who acting
18 either individually or as an officer, agent, or employee of the other Defendants, including while holding
19 the titles of Chief Executive Officer, Secretary, and Chief Financial Officer paid wages, or caused wages
20 to be paid, to Plaintiff and Class Members and employed Plaintiff and Class Members under conditions
21 of labor, or caused Plaintiff and Class Members to be employed under conditions of labor, less than the
22 minimums fixed for employees in California.

23 12. Does 1 Through 25. Plaintiff does not presently know the true names and capacities of
24 DOES 1 through 25, inclusive ("DOE Defendants"), who are each in some manner highly responsible
25 for, and proximately caused, Plaintiff and Class Members' injuries. Plaintiff therefore sues such DOE
26 Defendants under fictitious names and shall seek leave of court to amend this complaint to allege the
27 true names and capacities of such DOE Defendants when ascertained.

28 13. Defendants and Defendants' Relationships Giving Rise to Individual, Joint, and Several
Liability. Defendant GOLDEN MILE ENTERPRISES, INC., Defendant RUPINDER KAUR, and each

1 of the DOE Defendants (collectively, “Defendants”) committed acts and omissions in concert with each
2 other and are, as a result, jointly liable for Plaintiff and Class Members’ injuries under theories of
3 liability, which Plaintiff pleads in the alternative consistent, and not in contradiction, with Plaintiff’s
4 other allegations. Accordingly, whenever Plaintiff alleges any of the Defendants committed an act or
5 omission herein, Plaintiff alleges each of the Defendants committed the act and should be held liable
6 individually, jointly, and severally including for the reasons that follow.

7 13.1. Defendants’ Unity of Interest and Ownership Giving Rise to Joint Liability. Each
8 of the Defendants shared a unity of interest and ownership with the other Defendants such that any
9 corporate or business individuality and separateness between them has ceased such that Defendants are
10 alter egos of each other and if Defendants’ acts and omissions are treated as those of only one of them,
11 then an inequitable result for Plaintiff and Class Members would follow.

12 13.2. Defendants’ Joint Employment Relationships Giving Rise to Joint Liability. Each
13 of the Defendants, directly or indirectly, or through Defendants’ agents or other persons: (1) exercised
14 control over Plaintiff and Class Members’ wages, hours, or working conditions; (2) suffered or
15 permitted Plaintiff and Class Members to work; or (3) engaged Plaintiff and Class Members, thereby
16 creating a common law employment relationship.

17 13.3. Defendants’ Temporary Services Employer Relationships Giving Rise to Joint
18 Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, engaged in
19 conduct forming a “[T]emporary services employer” and/or “client” and “customer” relationship as
20 defined in Labor Code § 201.3(a)(1) because at least one of the Defendants, as an “employing unit[,]”
21 contracted with the other Defendants, as a client or customer, to supply Plaintiff and Class Members as
22 “workers” to perform services for Defendants, and under this relationship, at least one of the
23 Defendants: (A) negotiated with the other Defendants, as clients and customers, for matters such as the
24 time and place where the services are to be provided, the type of work, the working conditions, and the
25 quality and price of the services; (B) determined assignments or reassignments of workers, even if
26 workers retained the right to refuse specific assignments; (C) retained the authority to assign or reassign
27 a worker to another client or customer when the worker is determined unacceptable by a specific client
28 or customer; (D) assigned or reassigned workers to perform services for clients or customers; (E) set the

rate of pay of workers, whether or not through negotiation; (F) paid workers from its own account or accounts; and (G) retained the right to hire and terminate workers.

13.4. Defendants' Other Acts and Omissions Giving Rise to Joint Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, completely dominated the other Defendants, including in the course and scope of their relationships as alter egos, divisions, affiliates, integrated enterprisers, subsidiaries, parents, principals, associates, managers, supervisors, managing agents, directors, owners, shareholders, sisters, related entities, co-conspirators, agents, partners, joint venturers, masters, servants, clients, customers, aidors, abettors, franchisees, franchisors, joint enterprisers, predecessors in interest, successors in interest, and guarantors, and each of the Defendants directed, authorized, permitted, condoned, and ratified the other Defendants' acts and omissions.

CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

14. Plaintiff's Work Experiences. Defendants employed Plaintiff in California as an hourly paid employee beginning around Spring 2023 to around July 2023. Plaintiff regularly or occasionally worked shifts over five (5) hours, over eight (8) hours, over 10 hours, and over 12 hours a day performing pre-trip vehicle inspections, post-trip vehicle inspections, driving duties, loading duties, unloading duties, and provision of customer service and care duties, creating and completing reports, and other duties alongside Class Members, who performed similar duties.

14.1. Failure to Pay All Plaintiff for All Hours Worked and Wages Earned and Due. Defendants failed to compensate Plaintiff for all hours of work performed, including for minimum and overtime wage hours worked, including because Defendants failed to keep accurate time records of Plaintiff's compensable hours, Defendants failed to pay Plaintiff for all hours worked, Defendants required, suffered, and permitted Plaintiff to work or remain under Defendants' control while off-the-clock including while Plaintiff was purportedly taking so-called meal periods that were not duty-free, which Defendants should have treated, but failed to treat, as on-duty meal periods and Defendants should have counted, but failed to count, as time worked.

14.2. Failure to Provide Plaintiff Meal Periods and Pay Wages in Lieu Thereof. Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over five (5) hours. Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 30-minute,

1 duty-free meal periods because Defendants gave Plaintiff too much work to perform and did not relieve
2 Plaintiff of all duties before the lapse of each five-hour period of work. Despite failing to provide Plaintiff
3 timely, 30-minute, duty-free meal periods, Defendants failed to pay Plaintiff one (1) hour of pay at
4 Plaintiff's regular rate of compensation for each workday when a compliant meal period was not provided.

5 14.3. Failure to Provide Plaintiff Rest Periods and Pay Wages in Lieu Thereof.

6 Defendants failed to provide Plaintiff timely, duty-free rest periods during shifts over three and one-half
7 (3 1/2) hours and failed to pay wages in lieu thereof for reasons including but not limited to the
8 following. Defendants routinely employed Plaintiff without providing Plaintiff with all timely, 10-
9 minute, duty-free rest periods because Defendants gave Plaintiff too much work to perform and did not
10 relieve Plaintiff of all duties before the lapse of each four (4) hours worked or major fraction.
11 Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each
12 workday when a compliant rest period was not provided and for the foregoing and other reasons,
13 Defendants failed to pay Plaintiff all minimum, regular rate and overtime wage hours worked.

14 14.4. Failure to Indemnify and Reimburse Plaintiff. Defendants failed to indemnify and

15 reimburse Plaintiff for personal mobile data use, resulting from Defendants' policy of requiring Plaintiff
16 to use personal electronic devices to receive and respond to work instructions and to report Plaintiff's
17 work status while performing work away from Defendants' facilities.

18 15. Plaintiff's Work Experiences as Common, Typical, and Illustrative. Defendants

19 regularly subjected Plaintiff and Class Members to similar employment policies and practices that led
20 to the inaccurate recordkeeping and wage theft, which caused Plaintiff to suffer legal detriment, and
21 Plaintiff's experiences were common, typical, and illustrative of Class Members' experiences as
22 alleged herein.

23 15.1. Majority Non-Professional, Non-Executive, Non-Administrative Duties. Plaintiff

24 and Class Members did not perform more than one-half (1/2) of their work time during any week or pay
25 period engaged in duties utilizing advanced knowledge, specialized intellectual instruction, invention,
26 imagination, originality, or artistic talent that would qualify them as exempt employees under any
27 professional, executive, or administrative exemption provisions of IWC Wage Orders and Labor Code §
28 515, or like provisions, including because (a) their duties and responsibilities did not involve the

1 management of the enterprise in which they were employed or of a customarily recognized department or
2 subdivision thereof; (b) they were not licensed or certified by the State of California nor were they
3 primarily engaged in the practice of one of the following recognized professions: law, medicine, dentistry,
4 optometry, architecture, engineering, teaching, or accounting, nor were they primarily engaged in an
5 occupation commonly recognized as a learned or artistic profession; and (c) their duties and
6 responsibilities did not involve either the performance of office or non-manual work directly related to
7 management policies or general business operations of their employer or their employer's customers, or
8 the performance of functions in the administration of a school system, or educational establishment or
9 institution, or of a department or subdivision thereof, in work directly related to the academic instruction
10 or training carried on therein.

11 15.2. No Authority to Hire or Fire, No Customary or Regular Exercise of Discretion or
12 Independent Judgment and No Work Under Only General Supervision or Requiring Special Training,
13 Experience, or Knowledge. Plaintiff and Class Members did not have the authority to hire or fire other
14 employees, nor were their suggestions and recommendations as to the advancement and promotion or
15 any other change of status of other employees given any weight. Plaintiff and Class Members did not
16 customarily and regularly exercise discretion and independent judgment in performing their work duties.
17 Plaintiff and Class Members did not perform under only general supervision or work along specialized
18 or technical lines requiring special training, experience, or knowledge.

19 15.3. Majority Non-Selling Duties. Plaintiff and Class Members did not perform more
20 than one-half of their work time during any week or pay period engaged in duties making sales,
21 obtaining orders, or contracts for services customarily, or predominately away from Defendants' places
22 of business during any week or pay period that would qualify them as exempt employees under the
23 outside salesperson exemption.

24 15.4. No Valid Alternative Workweek Schedule. Plaintiff and Class Members were not
25 subject to an alternative workweek schedule or like exemption because Defendants never conducted a
26 bona fide election and did not report a bona fide election to the Division of Labor Standards
27 Enforcement.

28 ///

1 16. Defendants' Common, Illegal Policies and Practices. Plaintiff is informed and believes
2 Defendants employed Plaintiff and Class Members pursuant to employment agreements, policies, and
3 practices that were partly written, partly oral, and partly implied which, in sum, failed to adequately
4 conform with and communicate employer-obligations and employee-entitlements under IWC Wage
5 Orders and Labor Code provisions fixing the minimum wages, maximum hours, and standard conditions
6 of labor for employees in California, which directly and proximately caused Plaintiff and Class
7 Members to suffer, and continue to suffer from, losses of earnings and other legal detriments in amounts
8 as yet unascertained including for the common reasons that follow.

9 16.1. Common Failure to Create and Maintain Accurate Records. Plaintiff is informed
10 and believes Defendants failed to create and maintain accurate books, documents, and records of
11 Plaintiff and Class Members' work including those required by Section 6 or 7 ("Records") of any IWC
12 Wage Order and the Labor Code for reasons including but not limited to the following:

13 16.1.1. by failing to create and keep accurate records of Plaintiff and Class
14 Members' hours worked including time records showing when they began and ended each work period;

15 16.1.2. by failing to create and keep accurate records of Plaintiff and Class
16 Members' hours worked including time records showing when they began and ended each meal period,
17 split shift interval, and total daily hours worked;

18 16.1.3. by causing Plaintiff and Class Members to inaccurately report their
19 compensable hours including by adopting illegal, incomplete, misleading, or otherwise inadequate
20 written policies, which Defendants knew would cause them to inaccurately report all their hours worked;

21 16.1.4. by causing Plaintiff and Class Members to refrain from accurately
22 recording and reporting their hours worked outside of scheduled hours including by express prohibition
23 and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved
24 hours including under threats of discipline;

25 16.1.5. by failing to record and report Plaintiff and Class Members' hours worked
26 in an amount equal to all recorded or reported hours worked by altering, editing, rounding, automatically
27 deducting, disapproving, recording and reporting by scheduled hours,

28 16.1.6. by requiring, suffering, and permitting Plaintiff and Class Members to

1 work or to be subject to Defendants' control during times outside of recorded, compensated hours
2 including before shift start times, after shift end times, and during other paid or unpaid time periods
3 including so-called meal periods and rest periods that were noncompliant because they were not
4 authorized, permitted, duty-free, and timely, and then by failing to record and report those times as hours
5 worked;

6 16.1.7. by failing to provide Plaintiff and Class Members itemized wage
7 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
8 period to avoid paying all wages due and to mislead, defraud, and to deprive Plaintiff and Class
9 Members the information needed to evaluate whether the hours recorded and reported were correct;

10 16.1.8. and by other illegal methods and schemes to be discovered, which are
11 within Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating
12 a willful disregard and disobedience of California laws requiring employers to create and maintain
13 accurate books, documents, and records of Plaintiff and Class Members' work.

14 16.2. Common Failure to Pay All Minimum Wages Earned and Due. Plaintiff is
15 informed and believes Defendants routinely deprived Plaintiff and Class Members of all minimum
16 wages earned and due as required by provisions of the IWC Wage Orders and Labor Code for reasons
17 including but not limited to the following:

18 16.2.1. by failing to create and keep accurate records of Plaintiff and Class
19 Members' hours worked and compensating them based on some method of calculation other than the sum
20 of all hours worked;

21 16.2.2. by causing Plaintiff and Class Members to inaccurately report their
22 compensable hours and then adopting and claiming reliance on the inaccurate reports, which Defendants
23 knew would, and did, result in time records amounting to less than all hours worked, to
24 undercompensate them;

25 16.2.3. by causing Plaintiff and Class Members to refrain from accurately recording
26 and reporting their hours worked outside of scheduled hours including by express prohibition and indirect
27 or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including
28 under threats of discipline;

1 16.2.4. by failing to pay Plaintiff and Class Members in an amount equal to all
2 recorded or reported hours worked by altering, editing, rounding, automatically deducting, disapproving,
3 paying by scheduled hours, paying by fixed salary amounts, and calculating compensable hours based on
4 recorded or reported hours in certain timekeeping or information management systems while disregarding
5 additional recorded hours of work in other information management systems;

6 16.2.5. by requiring, suffering, and permitting Plaintiff and Class Members to work
7 or to be subject to Defendants' control during times outside of recorded, compensated hours including
8 before shift start times, after shift end times, and during other paid or unpaid time periods including so-
9 called meal periods and rest periods that were noncompliant because they were not authorized, permitted,
10 duty-free, and timely, and then by failing to compensate for those times as hours worked;

11 16.2.6. by averaging or claiming credits against Plaintiff and Class Members'
12 minimum wages due for work performed on certain days, weeks, and pay periods by collecting or
13 receiving previously paid wages Defendants had already paid or purportedly overpaid for work performed
14 on other days, weeks, and pay periods;

15 16.2.7. by failing to pay Plaintiff and Class Members based on their regular rates
16 of pay for all minimum wages due on certain days, weeks, and pay periods reflecting, among other things,
17 the per-hour value of any non-hourly compensation they earned;

18 16.2.8. by failing to provide Plaintiff and Class Members itemized wage
19 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
20 period to avoid paying all minimum wages due and to mislead, defraud, and to deprive Plaintiff and Class
21 Members the information needed to evaluate whether the payment was correct;

22 16.2.9. and by other illegal methods and schemes to be discovered, which are within
23 Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a
24 willful disregard and disobedience of California laws requiring employers to pay employees minimum
25 wages for all hours worked, which are still due and owed to Plaintiff and Class Members.

26 **Class Definition**

27 17. Proposed Class Definition. Pursuant to Code of Civil Procedure § 382, and seeks an order
28 certifying this action as a class action for a Class defined, or as later narrowed subclasses, as follows:

1 All persons who worked for Defendants in California as non-exempt employees at any
2 time during the period beginning four (4) years prior to the filing of this action and
3 ending on the date the class is certified or on a date fixed by the Court ("Class
4 Members").

5 18. Suitability as a Class Action. This action is suitable as a class action because: (a) the
6 Class is numerous because it consists of a significant number and joinder of all current and former
7 employees individually would be impractical; (b) Plaintiff's causes of action (and Defendants' defenses,
8 if any) are typical and present predominate common questions of law and fact because the action focuses
9 on Defendants' systematic, illegal recordkeeping and wage payment policies and practices in violation
10 of the applicable IWC Wage Orders, Labor Code, and Business and Professions Code; (c) Plaintiff can
11 adequately represent the Class because Plaintiff has no interests antagonistic to any Class Member,
12 Plaintiff's attorneys are experienced in complex, wage, and hour class action litigation, and it is in their
13 best interests to prosecute the causes of action alleged herein to obtain full compensation due to them for
14 all services rendered and hours worked for the benefit of all; and (d) class adjudication is a superior
15 means of resolution.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Pay Minimum and Regular Rate Wages**

18 **(IWC Wage Order § 4, Lab. Code §§**

19 **1182.12, 1197, and 1198)**

20 **(Against all DEFENDANTS)**

21 19. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in
22 any paragraph of this complaint, consistent with this cause of action.

23 20. Pursuant to IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198, and other
24 California laws, California has fixed minimum wage rates, has required employers in California to
25 timely pay their employees no less than the minimum for all hours worked in the payroll period, has
26 provided that wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to
27 employees, and that payment of a lower wage than the minimum so fixed is unlawful.

28 21. Plaintiff and Class Members are Defendants' current and former non-exempt employees
who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and

1 1198, and other California laws.

2 22. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
3 and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of
4 all minimum wages earned and due by, among other things: requiring, suffering or permitting Plaintiff
5 and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members
6 to work during their purportedly duty-free meal periods but not compensating them for this time; illegally
7 and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain
8 Plaintiff and Class Members' employment records including by falsifying hours worked and wages
9 earned; failing to provide accurate itemized wage statements to Plaintiff and Class Members for each
10 pay period; and by other methods to be discovered, which, as a direct and proximate result, has caused
11 Plaintiff and Class Members to suffer, and continue to suffer, substantial losses related to the use and
12 enjoyment of such entitlements and wages, lost interest on such wages, and expenses and attorneys' fees
13 in seeking to compel Defendants to perform their obligations under state law, all to their respective
14 detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

15 23. Defendants have knowingly and willfully refused to perform their obligations to
16 compensate Plaintiff and Class Members for all minimum and regular rate wages earned and for all
17 hours worked in violation of IWC Wage Order § 4, Labor Code §§ 1182.12, 1197, and 1198, including
18 identical or substantially similar entitlements and protections pursuant to one (1) or more employment
19 contracts and Labor Code §§ 222 and 223, and other California laws.

20 24. As a result, Plaintiff and Class Members are entitled to recover from Defendants the
21 unpaid balance of minimum and regular rate wages as damages, liquidated damages, restitution, interest,
22 statutory penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§
23 1194, 1194.2, 1194.5, and 1197.1, or other Labor Code provisions and California laws, including, or in
24 the alternative, contract damages and related remedies for Defendants' breach of contract and breach of
25 the implied covenant of good faith and fair dealing for failing to pay for all hours worked and wages
26 earned, including minimum wages and regular rate wages.

27 ///

28 ///

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

(IWC Wage Order § 3 and Lab. Code §§ 510, 1197 and 1198)

(Against all DEFENDANTS)

25. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

26. Pursuant to IWC Wage Order § 3, Labor Code §§ 510, 1197, and 1198, and other California laws, California requires employers to timely pay their employees at a rate of no less than one and one-half (1 ½) times their regular rates of pay for all hours worked in excess of eight (8) hours in one (1) workday, all hours worked in excess of 40 hours in any one (1) workweek, and for the first eight (8) hours on the seventh consecutive workday, and at a rate of no less than twice their regular rates of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

27. Plaintiff and Class Members are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 3, Labor Code §§ 510, 1197 and 1198, and other California laws.

28. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of all overtime wages earned and due by, among other things: failing to pay overtime at one and one-half (1 1/2) times or two (2) times their regular rates of pay when required; requiring, suffering or permitting Plaintiff and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain Plaintiff and Class Members' employment records including by falsifying hours worked and wages earned; failing to provide accurate itemized statements to Plaintiff and Class Members for each pay period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and

1 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state
2 law, all to their respective detriments in amounts according to proof at time of trial, and within the
3 jurisdiction of this Court.

4 29. Defendants have knowingly and willfully refused to perform their obligations to
5 compensate Plaintiff and Class Members for all overtime wages earned and all hours worked in
6 violation of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, including identical or
7 substantially similar entitlements and protections pursuant to one (1) or more employment contracts and
8 Labor Code §§ 222 and 223, and other California laws.

9 30. As a result, Plaintiff and Class Members are entitled to recover from Defendants the
10 unpaid balance of overtime wages as damages, restitution, interest, statutory penalties, injunctive relief,
11 attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor
12 Code provisions and California laws, including, or in the alternative, contract damages and related
13 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
14 dealing for failing to pay for all hours worked and wages earned, including overtime wages.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Provide Meal Periods and Pay Wages in Lieu Thereof** 17 **(IWC Wage Order § 11 and Lab. Code §§ 226.7, 512, 1197 and 1198)** 18 **(Against all DEFENDANTS)**

19 31. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in
20 any paragraph of this complaint, consistent with this cause of action.

21 32. Pursuant to IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197 and 1198, and
22 other California laws, California has prohibited employers from employing a person for a work period of
23 more than five (5) hours without a meal period of not less than 30 minutes, except that when a work
24 period of not more than six (6) hours will complete the day's work, the meal period may be waived by
25 mutual consent of the employer and the employee. California has also prohibited employers from
26 employing a person for a work period of more than ten (10) hours per day without providing the
27 employee with a second meal period of not less than 30 minutes, except that if the total hours worked is
28 no more than 12 hours, the second meal period may be waived by mutual consent of the employer and

1 the employee only if the first meal period was not waived. . California also requires that unless an
2 employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
3 “on duty” meal period and counted as time worked. California also requires that if an employer fails to
4 provide an employee a meal period in accordance with the applicable provisions of the IWC Wage
5 Orders and Labor Code, then the employer shall pay the employee one (1) hour of pay at the employee’s
6 regular rate of compensation for each workday that the rest period is not provided.

7 33. Plaintiff and Class Members are Defendants’ current and former non-exempt employees
8 who are and were entitled to the protections of IWC Wage Order § 11 and Labor Code §§ 226.7, 512,
9 1197, and 1198, and other California laws.

10 34. During the applicable statutory period, as part of Defendants’ illegal recordkeeping, hours,
11 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
12 Members meal periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members’
13 regular hourly rates of compensation for each workday that a meal period was not provided by, among
14 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of five (5)
15 hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Plaintiff
16 and Class Members to work in excess of ten (10) hours from the starts of their shifts before starting a
17 second meal period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty meal
18 periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Defendants failed to
19 relieve Plaintiff and Class Members of all of their duties or maintained control over them during that time;
20 failing to count all times Defendants failed to provide Plaintiff and Class Members duty-free 30-minute
21 meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to
22 pay Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation for each
23 workday a meal period was not provided; and by other methods to be discovered, which, as a direct and
24 proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial
25 losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and
26 expenses and attorneys’ fees in seeking to compel Defendants to perform their obligations under state law,
27 all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction
28 of this Court.

35. Defendants have knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members meal periods and to pay all wages in lieu thereof in violation of IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and Labor Code §§ 222 and 223, and other California laws.

36. As a result, As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid balance of meal period premium wages as damages, restitution, interest, statutory penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions and California laws, including, or in the alternative, contract damages and related remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing to provide meal periods and for failing to pay meal period premium wages in lieu thereof.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods and Pay Wages in Lieu Thereof

(IWC Wage Order § 12 and Lab. Code §§ 226.7, 1197 and 1198)

(Against all DEFENDANTS)

37. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

38. Pursuant to IWC Wage Order § 12, Labor Code §§ 226.7, 1197 and 1198, and other California laws, California has required employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, then the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

1 39. Plaintiff and Class Members are Defendants' current and former non-exempt employees
2 who are and were entitled to the protections of IWC Wage Order § 12, Labor Code §§ 226.7, 1197 and
3 1198, and other California laws.

4 40. During the applicable statutory period, as part of Defendants' illegal recordkeeping,
5 hours, and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and
6 Class Members rest periods and to pay one (1) additional hour of compensation at Plaintiff and Class
7 Members' regular hourly rates of compensation for each workday that a rest period was not provided by,
8 among other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of
9 three and one-half (3 1/2) hours from the starts of their shifts before starting a rest period; requiring,
10 permitting or suffering Plaintiff and Class Members to work in excess of six (6) hours from the starts of
11 their shifts before starting a first or second rest period; requiring, permitting or suffering Plaintiff and
12 Class Members to work in excess of ten (10) hours from the starts of their shifts before starting a first,
13 second or third rest period; requiring, permitting or suffering Plaintiff and Class Members to take on-
14 duty rest periods of less than ten (10) minutes or that were otherwise not duty-free inasmuch as
15 Defendants failed to relieve Plaintiff and Class Members of all of their duties or maintained control over
16 them during that time; failing to count all times Defendants failed to provide Plaintiff and Class
17 Members duty-free 10-minute rest periods as time worked for the purposes of minimum wage and
18 overtime wage payments; failing to pay Plaintiff and Class Members one (1) hour of pay at their regular
19 hourly rates of compensation for each workday a rest period was not provided; and by other methods to
20 be discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer,
21 and continue to suffer, substantial losses related to the use and enjoyment of such entitlements and
22 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to
23 perform their obligations under state law, all to their respective detriments in amounts according to proof
24 at time of trial, and within the jurisdiction of this Court.

25 41. Defendants have knowingly and willfully refused to perform their obligations to provide
26 Plaintiff and Class Members rest periods and to pay all wages in lieu thereof in violation of to IWC
27 Wage Order § 12 and Labor Code §§ 226.7, 1197, and 1198, including identical or substantially similar
28 entitlements and protections pursuant to one (1) or more employment contracts and Labor Code §§ 222

and 223, and other California laws.

42. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid balance of rest period premium wages as damages, restitution, interest, statutory penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions and California laws, including, or in the alternative, contract damages and related remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing to provide rest periods and for failing to pay rest period premium wages in lieu thereof.

FIFTH CAUSE OF ACTION

Failure to Indemnify Necessary Expenditures or Losses (IWC Wage Order § 9 and Lab. Code § 2802(a) and 1198) (Against all DEFENDANTS)

43. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

44. Pursuant to IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a), and other California laws, California requires employers to indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful, which includes employee expenditures incurred for provision or maintenance of uniforms, tools, and equipment required by the employer or are necessary to the performance of a job.

45. Plaintiff and Class Members are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a), including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and Labor Code §§ 222 and 223, and other California laws.

46. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely failed to indemnify and reimburse Plaintiff and Class Members for necessary expenditures and losses, as alleged herein, and by other

1 methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Class
2 Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment of such
3 unreimbursed amounts, lost interest on such unreimbursed amounts, and expenses and attorneys' fees in
4 seeking to compel Defendants to perform their obligations under state law, all to their respective
5 detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 47. Defendants conduct violates IWC Wage Order § 9 and Labor Code § 2802(a) and 1198,
7 and other California laws because Defendants have refused to perform their obligations to indemnify
8 Plaintiff and Class Members for all monies they expended in necessary expenditures or losses incurred
9 in direct consequence of the discharge of their duties and in their obedience of Defendants directions and
10 because Defendants have employed Plaintiff and Class Members under conditions of labor prohibited by
11 an IWC Wage Order.

12 48. As a result, Plaintiff and Class Members are entitled to recover from Defendants the
13 unreimbursed amounts Defendants owe them, plus interest, penalties, attorneys' fees, expenses, and
14 costs of suit to pursuant to Labor Code §§ 2802(b), 2802(c), and 2802(d), or other Labor Code
15 provisions and California laws, including, or in the alternative, contract damages and related remedies
16 for Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing
17 for failing to indemnify for necessary expenditures and losses.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records**

20 **(IWC Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), and 1198)**

21 **(Against all DEFENDANTS)**

22 49. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in
23 any paragraph of this complaint, consistent with this cause of action.

24 50. Pursuant to IWC Wage Order § 7, Labor Code §§ 226(a), 226(e)(2)(B), 1174(d), and
25 1198, and other California laws, California has required employers to maintain accurate payroll records
26 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by
27 and any applicable piece rate paid to, employees employed at the respective plants or establishments,
28 and at minimum semimonthly or at the time of each payment of wages furnish each of its employees an

1 accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by
2 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is
3 paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period
4 for which the employee is paid, (7) the name of the employee and only the last four digits of his or her
5 social security number or an employee identification number other than a social security number, (8) the
6 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
7 during the pay period and the corresponding number of hours worked at each hourly rate by the
8 employee. California law has stated that an employee is deemed to suffer injury for purposes of this
9 subdivision if the employer fails to provide accurate and complete information as required by any one or
10 more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily
11 determine from the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to
12 the employee during the pay period or any of the other information required to be provided on the
13 itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

14 51. Plaintiff and Class Members are Defendants' current and former non-exempt employees
15 who are and were entitled to the protections of IWC Wage Order § 7 and Labor Code §§ 226(a),
16 226(e)(2)(B), 1174(d), and 1198, including identical or substantially similar entitlements and protections
17 pursuant to one (1) or more employment contracts and Labor Code §§ 222 and 223, and other California
18 laws.

19 52. During the applicable statutory period, as part of Defendants' illegal recordkeeping and
20 wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of
21 their entitlements to timely and accurate itemized wage statements in writing showing each employee's
22 gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece
23 rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive
24 dates of the period for which the employee is paid, the name of the employee and only the last four
25 digits of his or her social security number or employee identification number, the name and address of
26 the legal entity or entities employing Plaintiff and Class Members, and all applicable hourly rates in
27 effect during each pay period and the corresponding number of hours worked at each hourly rate as
28 required under California law. Defendants have also failed to maintain and to permit inspection of

1 records of Plaintiff and Class Members work required under the foregoing provisions of the IWC Wage
2 Order and Labor Code, which, as a direct and proximate result, has caused Plaintiff and Class Members
3 to suffer, and continue to suffer, injury because they could not promptly and easily determine from the
4 wage statement alone, and without reference to other documents or information, accurate information
5 they were entitled to, and because they have incurred expenses and attorneys' fees in seeking to compel
6 Defendants to perform their obligations under state law, all to their respective detriments in amounts
7 according to proof at time of trial, and within the jurisdiction of this Court.

8 53. Defendants have knowingly and willfully refused to perform their obligations to provide
9 Plaintiff and Class Members with timely and accurate wage statements and to maintain and to
10 permit inspection of records of Plaintiff and Class Members work required in violation of IWC Wage
11 Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 1174(d), and 1198, including identical or
12 substantially similar entitlements and protections pursuant to one (1) or more employment contracts
13 and Labor Code §§ 222 and 223, and other California laws.

14 54. As a result, Plaintiff and Class Members are entitled to recover from Defendants the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
17 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and are entitled to an award of
18 costs and reasonable attorney's fees pursuant to Labor Code §§ 226(e)(1) and 226(h), or other Labor
19 Code provisions and California laws, including, or in the alternative, contract damages and related
20 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
21 dealing for failing to furnish accurate itemized wage statements and to maintain accurate records.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Pay Wages Due to Discharged or Quitting Employees**

24 **(Lab. Code §§ 201, 201.3, 202, 203, 1197, and 1198)**

25 **(Against all DEFENDANTS)**

26 55. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in
27 any paragraph of this complaint, consistent with this cause of action.

28 56. Pursuant to Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, and other California

1 laws, California requires employers to pay their employees all wages earned and unpaid at the time of
2 discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72
3 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her
4 wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an
5 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from
6 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
7 shall not continue for more than 30 days. California also requires that if a temporary services employer
8 assigns an employee to work for a client, then that employee's wages are due and payable no less
9 frequently than weekly, regardless of when the assignment ends, and wages for work performed during
10 any calendar week shall be due and payable not later than the regular payday of the following calendar
11 week unless the employee works for a client on a day-to-day basis while assembling and reporting back
12 to the temporary services employer's location or unless the employee is assigned to work for a client
13 engaged in a trade dispute, in which cases, that employee's wages are due and payable at the end of each
14 day, regardless of when the assignment ends.

15 57. Plaintiff and Class Members are Defendants' current and former non-exempt employees
16 who are and were entitled to the protections of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198,
17 including identical or substantially similar entitlements and protections pursuant to one (1) or more
18 employment contracts and Labor Code §§ 222 and 223, and other California laws.

19 58. During the applicable statutory period, as part of Defendants' illegal wage payment
20 policies and practices, Defendants routinely deprived Plaintiff and Class Members of all timely wage
21 payments due to discharged and quitting employees by either failing to compensate Plaintiff and Class
22 Members all earned and unpaid wages immediately at the time of discharge as required under Labor
23 Code § 201 or by failing to pay earned and unpaid wages no later than 72 hours after the employee quit
24 his or her employment, unless the employee provided 72 hours previous notice of his or her intention to
25 quit, in which case the employee was entitled to his or wages at the time of quitting as required under
26 Labor Code § 202, and by failing to pay Plaintiff and Class Members waiting time penalties in the form
27 of continued compensation to the employee at the same rate for up to 30 workdays as required under
28 Labor Code § 203, which, as a direct and proximate result, has caused Plaintiff and Class Members to

1 suffer, and continue to suffer, substantial losses related to the use and enjoyment of such unpaid
2 amounts, lost interest on such unreimbursed amounts, and expenses and attorneys' fees in seeking to
3 compel Defendants to perform their obligations under state law, all to their respective detriments in
4 amounts according to proof at time of trial, and within the jurisdiction of this Court.

5 59. Defendants have knowingly and willfully refused to perform their obligations to
6 compensate Plaintiff and Class Members for wage payments due to discharged and quitting employees
7 in violation of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, including identical or
8 substantially similar entitlements and protections pursuant to one (1) or more employment contracts and
9 Labor Code §§ 222 and 223, and other California laws.

10 60. As a result, Plaintiff and Class Members are entitled to recover from Defendants statutory
11 penalties in the amount of wages for each day they were not paid their final wages earned and due, at their
12 regular hourly rates of pay, up to 30 days maximum pursuant to Labor Code § 203 and the unpaid balance
13 of all wages owed as damages, restitution, interest, statutory penalties, injunctive relief, attorneys' fees,
14 and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions
15 and California laws, including, or in the alternative, contract damages and related remedies for
16 Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing
17 to timely pay all wages at discharge or quitting.

18 **EIGHTH CAUSE OF ACTION**

19 **Unfair Competition Law Remedies for Unlawful and Unfair Business Acts**

20 **(Bus. & Prof. Code §§ 17200-17210, *et. seq.*)**

21 **(Against all DEFENDANTS)**

22 61. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in
23 any paragraph of this complaint, consistent with this cause of action.

24 62. Pursuant to Business and Professions Code §§ 17200-17210, *et seq.*, sometimes called
25 California's Unfair Competition Law (UCL), California prohibits employers from engaging in unlawful,
26 unfair or fraudulent business acts or practices, which include an employer's violations of Labor Code
27 provisions that prohibit employers from unlawfully withholding wages from an employee. Pursuant to §
28 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be

1 enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any
2 practice which constitutes unfair competition, or as may be necessary to restore to any person in interest
3 any money or property, real or personal, which may have been acquired by means of such unfair
4 competition. Furthermore, § 17203 provides any person may pursue representative claims or relief on
5 behalf of others. Finally, § 17205 provides the remedies or penalties provided by the UCL are
6 cumulative to each other and to the remedies or penalties available under all other laws of California,
7 and an action to enforce the UCL may be commenced within four (4) years after the cause of action has
8 accrued pursuant to § 17208.

9 63. Plaintiff, Class Members, and members of the public were entitled to the protections of
10 Business and Professions Code §§ 17200-17210, *et seq.*, and other California laws.

11 64. During the applicable statutory periods, Defendants, and each of them, are and were
12 “persons” as defined under Business and Professions Code § 17201, obligated to comply with, and
13 Plaintiff, Class Members, and members of the general public were entitled to the protections of, UCL
14 provisions prohibiting unlawful, unfair, and fraudulent business acts or practices including Defendants’
15 failures to comply with IWC Wage Order and Labor Code provisions fixing the minimum wages,
16 maximum hours, and standard conditions of labor for employees in California, which constitute a
17 business practice because they were done repeatedly over a significant period of time, in a systematic
18 manner. Defendants routinely, knowingly, and willfully deprived Plaintiff, Class Members, and
19 members of the general public of accurate recording, reporting, and payment of wages, as well as
20 payment of the correct sums of assessment to state authorities, resulting in the loss of entitlements and
21 accruals of the full amounts of social security, disability, unemployment, and other governmental
22 benefits or entitlements, and Defendants’ reaping of unfair and illegal profits by way of unfair
23 competition, which, as a direct and proximate result, has caused Plaintiff, Class Members and members
24 of the general public to suffer, and continue to suffer, substantial losses related to the use and
25 enjoyment of such payment of wages and correct sums of assessment to state authorities, lost interest on
26 such amounts, and expenses and attorneys’ fees in seeking to compel Defendants to perform their
27 obligations under state law, all to their respective detriments in amounts according to proof at time of
28 trial, and within the jurisdiction of this Court.

65. As a result, pursuant to Business and Professions Code §§ 17200, 17201, 17203, 17205, and 17208, applicable IWC Wage Order and Labor Code provisions, and other California laws, Plaintiff and Class Members are entitled to Defendants' accounting; to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; a permanent injunction requiring Defendants to account for and pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

Labor Code Private Attorneys General Act of 2004 Remedies for IWC Wage Order and Labor Code Violations

(Lab. Code §§ 2698-2699.8, *et. seq.*)

(Against all DEFENDANTS)

66. Plaintiff incorporates and realleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

67. Pursuant to Labor Code §§ 2698-2699.8 *et. seq.*, also known as PAGA, California law states notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3.¹²

1. An employee affected by at least one Labor Code violation may pursue penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.)¹¹
2. Labor Code § 2699.5 provides: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,

68. Labor Code § 1197 provides: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

69. Labor Code § 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

70. Plaintiff and Class Members are current and former non-exempt employees entitled to Labor Code §§ 1197 and 1198 and the provisions of the relevant IWC Wage Orders. As stated above, and for the reasons set forth above, Plaintiff is informed and believes Defendants paid Plaintiff and Class Members less than the minimum wages for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Class Members conditions of labor including work for longer hours than those fixed by the relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders.

70.1. Defendants conduct violates Labor Code §§ 1197 and 1198 because Defendants have refused to perform their obligations to pay applicable minimum wages and to refrain from employing Plaintiff and Class Members, for hours and under conditions prohibited by the IWC, which entitles the State of California, Plaintiff, and Class Members to PAGA civil penalties and other remedies.

70.2. Labor Code § 201 Underlying Violations (Failure to Timely Pay All Wages Due at Time of Discharge) Labor Code § 201(a) provides, in part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

70.3. Plaintiff and Class Members are current and former non-exempt employees

1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.”

1 entitled to Labor Code § 201(a) protections. Plaintiff is informed and believes Defendants failed to
2 timely pay Plaintiff and Class Members, all wages due at the times they were discharged.

3 70.4. Defendants conduct violates Labor Code § 201(a) because Defendants have
4 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
5 with timely and full payment of all wages earned and unpaid at the time of discharge, which entitles the
6 State of California, Plaintiff, and Class Members to PAGA civil penalties and other remedies.

7 70.5. Labor Code § 201.3 Underlying Violations (Failure to Timely Pay all Wages due
8 as a Temporary Services Employer) Labor Code § 201.3(a) provides: “(1) ”Temporary services
9 employer” means an employing unit that contracts with clients or customers to supply workers to
10 perform services for the clients or customers and that performs all of the following functions: [¶] (A)
11 Negotiates with clients and customers for matters such as the time and place where the services are to be
12 provided, the type of work, the working conditions, and the quality and price of the services. [¶] (B)
13 Determines assignments or reassignments of workers, even if workers retain the right to refuse specific
14 assignments. [¶] (C) Retains the authority to assign or reassign a worker to another client or customer
15 when the worker is determined unacceptable by a specific client or customer. [¶] (D) Assigns or
16 reassigns workers to perform services for clients or customers. [¶] (E) Sets the rate of pay of workers,
17 whether or not through negotiation. (F) Pays workers from its own account or accounts. [¶] (G) Retains
18 the right to hire and terminate workers.”

19 70.6. With certain exceptions, Labor Code § 201.3(b)(1)(A) provides: “Except as
20 provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned
21 to work for a client, that employee’s wages are due and payable no less frequently than weekly,
22 regardless of when the assignment ends, and wages for work performed during any calendar week shall
23 be due and payable not later than the regular payday of the following calendar week. A temporary
24 services employer shall be deemed to have timely paid wages upon completion of an assignment if
25 wages are paid in compliance with this subdivision.”

26 70.7. Labor Code § 201.3(b)(1)(B) provides: “Except as provided in paragraphs (2) to
27 (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that
28 employee’s wages are due and payable no less frequently than weekly, regardless of when the

1 assignment ends, and wages for work performed during any calendar week shall be due and payable not
2 later than the regular payday of the following calendar week. A temporary services employer shall be
3 deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance
4 with this subdivision.”

5 70.8. Labor Code § 201.3(b)(1)(B)(A)-(C) provides: “(2) If an employee of a temporary
6 services employer is assigned to work for a client on a day-to-day basis, that employee’s wages are due
7 and payable at the end of each day, regardless of when the assignment ends, if each of the following
8 occurs: [¶] (A) The employee reports to or assembles at the office of the temporary services employer or
9 other location. [¶] (B) The employee is dispatched to a client’s worksite each day and returns to or
10 reports to the office of the temporary services employer or other location upon completion of the
11 assignment. [¶] (C) The employee’s work is not executive, administrative, or professional, as defined in
12 the wage orders of the Industrial Welfare Commission, and is not clerical.”

13 70.9. As an exception to a temporary services employer obligation to pay wages daily,
14 Labor Code § 201.3(b)(6) provides: “(6) If an employee of a temporary services employer is assigned to
15 work for a client for over 90 consecutive calendar days, this section does not apply unless the temporary
16 services employer pays the employee weekly in compliance with paragraph (1) of subdivision (b).”

17 70.10. Labor Code § 201.3(b)(4) and (5) provide: “(b) If an employee of a temporary
18 services employer is assigned to work for a client and is discharged by the temporary services employer
19 or leasing employer, wages are due and payable as provided in Section 201. [¶] (5) If an employee of a
20 temporary services employer is assigned to work for a client and quits his or her employment with the
21 temporary services employer, wages are due and payable as provided in Section 202.”

22 70.11. Plaintiff and Class Members are current and former non-exempt employees
23 entitled to Labor Code § 201.3. Plaintiff believes one or more entities and Defendant may have been in a
24 relationship an employing unit that contracts with clients or customers to supply Plaintiff and Class
25 Members, as workers to perform services for Defendants clients or customers and that Defendants
26 perform all of the following functions: [¶] (A) Negotiates with clients and customers for matters such as
27 the time and place where the services are to be provided, the type of work, the working conditions, and
28 the quality and price of the services. [¶] (B) Determines assignments or reassignments of workers, even

1 if workers retain the right to refuse specific assignments. [¶] (C) Retains the authority to assign or
2 reassign a worker to another client or customer when the worker is determined unacceptable by a
3 specific client or customer. [¶] (D) Assigns or reassigns workers to perform services for clients or
4 customers. [¶] (E) Sets the rate of pay of workers, whether or not through negotiation. (F) Pays workers
5 from its own account or accounts. [¶] (G) Retains the right to hire and terminate workers.” As such,
6 Defendants or at least one of them is a “temporary services employer” within the meaning of Labor
7 Code § 201.3(a).

8 70.12. Plaintiff contends Defendant required Plaintiff and Class Members, to report to or
9 assemble at the Defendants offices or other locations and that Defendants dispatched Plaintiff and Class
10 Members, to a client’s worksite each day and that Plaintiff and Class Members, returned to or reported
11 to Defendants’ offices or other locations upon completion of the assignment, but Defendants failed to
12 pay Plaintiff and Class Members, up to ninety (90) days before Defendant was or could be relieved of its
13 obligation to pay wages daily. Alternatively, even if Plaintiff and Class Members, were assigned to work
14 for Defendants clients for over ninety (90) days, the Labor Code § 201.3(b)(6) exception to daily wages
15 provides: “(6) If an employee of a temporary services Employers is assigned to work for a client for over
16 90 consecutive calendar days, this section does not apply unless the temporary services Employers pays
17 the employee weekly in compliance with paragraph (1) of subdivision (b).” Because Defendant failed to
18 pay Plaintiff and Class Members, “in compliance with paragraph (1) of subdivision (b)[,],” including by
19 failing to pay all wages due, including minimum and overtime wages, the exception does not apply.

20 70.13. Furthermore, as stated above, and for the reasons set forth above, Defendants
21 failed to timely pay Plaintiff and Class Members, all wages, including unpaid minimum and overtime
22 wages, due during their respective periods of employment and within the times all wages were due when
23 they quit or when Defendant discharged them.

24 70.14. Defendants’ conduct violates Labor Code § 201.3(a) because Defendants have
25 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
26 with timely and full payment of all wages earned and unpaid during their respective periods of
27 employment and all wages earned and unpaid at the time of quitting or at discharge, which entitles the
28 State of California, Plaintiff, and Class Members to PAGA civil penalties and other remedies.

1 70.15. Labor Code § 202 Underlying Violations (Failure to Timely Pay All Wages Due
2 at Time of Quitting or Within 72 Hours Thereof) Labor Code § 202(a) provides, in part: “If an employee
3 not having a written contract for a definite period quits his or her employment, his or her wages shall
4 become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
5 previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages
6 at the time of quitting.”

7 70.16. Plaintiff and Class Members are current and former non-exempt employees
8 entitled to Labor Code § 202(a) protections. Plaintiff is informed and believes Defendants failed to
9 timely pay Plaintiff and Class Members all wages due at the times they quit

10 70.17. Defendants conduct violates Labor Code § 202(a) because Defendants have
11 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
12 with timely and full payment of all wages earned and unpaid at the time of quitting, which entitles the
13 State of California Plaintiff, and Class Members to PAGA civil penalties and other remedies.

14 70.18. Labor Code § 203 Underlying Violations (Failure to Pay Wages of the Employee
15 as Continuing Penalty Up to 30 Days After Discharge or Quitting) Labor Code § 203(a) provides, in
16 part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections
17 201, 201.3, 201.5, 201.6, 201.9, 202, and 205.5, any wages of an employee who is discharged or who
18 quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate
19 until paid or until an action therefor is commenced; but the wages shall not continue for more than 30
20 days.”

21 70.19. Plaintiff and Class Members are current and former non-exempt employees
22 entitled to Labor Code § 203(a) protections. Plaintiff is informed and believes Employers failed perform
23 their obligations to timely pay Plaintiff and Class Members, all final wages and the corresponding
24 penalties that are still due as a result owed at their same respective rates of pay, for up to 30 days.

25 70.20. Defendants conduct violates Labor Code § 203(a) because Defendants have
26 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
27 with timely and full payment of all continuing wages as penalties, sometimes called “waiting time
28 penalty” wages, which entitles the State of California, Plaintiff, and Class Members to PAGA civil

1 penalties and other remedies.

2 70.21. Labor Code § 204 Underlying Violations (Failure to Timely Pay All Wages Due
3 During Employment) Labor Code § 204(a) provides, in part: “All wages, other than those mentioned in
4 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable
5 twice during each calendar month, on days designated in advance by the employer as the regular
6 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
7 for between the 16th and the 26th day of the month during which the labor was performed, and labor
8 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between
9 the 1st and 10th day of the following month.”

10 70.22. Plaintiff and Class Members are current and former non-exempt employees
11 entitled to Labor Code § 204(a) protections. Plaintiff is informed and believes Defendant failed to timely
12 pay Plaintiff and Class Members, all wages due throughout their respective periods of employment
13 including on days that Defendants designated in advance as the regular paydays.

14 70.23. Defendants conduct violates Labor Code § 204(a) because Defendants have
15 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
16 with timely and full payment of all wages earned throughout their respective periods of employment,
17 which entitles the State of California Plaintiff, and Class Members to PAGA civil penalties and other
18 remedies.

19 70.24. Labor Code § 221 Underlying Violations (Failure to Timely Pay All Wages via
20 Collection or Receipt of Wages Theretofore Paid) Labor Code § 221 provides: “It shall be unlawful for
21 any employer to collect or receive from an employee any part of wages theretofore paid by said
22 employer to said employee.”

23 70.25. Plaintiff and Class Members are current and former non-exempt employees
24 entitled to Labor Code § 221 protections, which governs Defendants obligation to pay “wages.”
25 Plaintiffs failed to provide Plaintiff and Class Members all wages and compensation due to them by
26 using various methods and schemes described herein including under the pre-tense it was just and proper
27 for Defendants to average or claim credits against wages due for work performed during certain days,
28 weeks or pay periods by collecting or receiving previously paid wages, which Defendants had already

1 paid or purportedly overpaid Plaintiff and Class Members on other days, weeks or pay periods including
2 under Defendants wage theft policies described herein.

3 70.26. Defendants conduct violates Labor Code § 221 because Defendants have
4 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
5 with timely and full payment of all wages earned throughout their respective periods of employment,
6 which entitles the State of California, Plaintiff, and Class Members to PAGA civil penalties and other
7 remedies.

8 70.27. Labor Code § 222 Underlying Violations (Failure to Timely Pay All Wages
9 Agreed upon Through Collective Bargaining) Labor Code § 222 provides: “It shall be unlawful, in case
10 of any wage agreement arrived at through collective bargaining, either willfully or unlawfully or with
11 intent to defraud an employee, a competitor, or any other person, to withhold from said employee any
12 part of the wage agreed upon.”

13 70.28. Plaintiff and Class Members are current and former non-exempt employees
14 entitled to Labor Code § 222 protections, which governs Defendants obligation to pay “wages.”
15 Defendants failed to provide Plaintiff and Class Members all wages and compensation due to them by
16 using various methods and schemes described herein including paying Plaintiff and Class Members at
17 less than all minimum wages and regular hourly rates of pay as required may have been required under
18 one or more collective bargaining agreements including under the pre-tense it was just and proper for
19 defendants to average or claim credits against wages due for work performed during certain days, weeks
20 or pay periods by collecting or receiving previously paid wages, which Employers had already paid or
21 purportedly overpaid Plaintiff and Class Members on other days, weeks or pay periods including under
22 Defendants wage theft policies described herein.

23 70.29. Defendants conduct violates Labor Code § 222 because Defendants have
24 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
25 with timely and full payment of all wages earned throughout their respective periods of employment,
26 which entitles the State of California, Plaintiff, and Class Members to PAGA civil penalties and other
27 remedies.

28 70.30. Labor Code § 223 Underlying Violations (Failure to Timely Pay All Wages

1 Required Under Statute or Contract) Labor Code § 223 provides: “Where any statute or contract requires
2 an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
3 while purporting to pay the wage designated by statute or by contract.”

4 70.31. Plaintiff and Class Members are current and former non-exempt employees
5 entitled to Labor Code § 223 protections, which governs Defendants obligation to pay “wages.”
6 Defendants failed to provide Plaintiff and Class Members all wages and compensation due to them by
7 using various methods and schemes described herein including paying Plaintiff and Class Members at
8 less than all minimum wages and regular hourly rates of pay as required under statute and contract,
9 including under one or more collective bargaining agreements, including under the pre-tense it was just
10 and proper for Defendants to average or claim credits against wages due for work performed during
11 certain days, weeks or pay periods by collecting or receiving previously paid wages, which Defendants
12 had already paid or purportedly overpaid Plaintiff and Class Members on other days, weeks or pay
13 periods including under Defendants wage theft policies described herein.

14 70.32. Defendants’ conduct violates Labor Code § 223 because Defendants have
15 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
16 with timely and full payment of all wages earned throughout their respective periods of employment,
17 which entitles the State of California, Plaintiff, and Class Members to PAGA civil penalties and other
18 remedies.

19 70.33. Labor Code § 226 Underlying Violations (Failure to Furnish Accurate Itemized
20 Wage Statements and to Maintain and Timely Provide Accurate Employment Records) In addition to
21 requiring employers to provide employees with accurate itemized wage statements, discussed above,
22 Labor Code § 226(a) provides, in part: “The deductions made from payment of wages shall be recorded
23 in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the
24 statement and the record of the deductions shall be kept on file by the employer for at least three years at
25 the place of employment or at a central location within the State of California. For purposes of this
26 subdivision, “copy” includes a duplicate of the itemized statement provided to an employee or a
27 computer-generated record that accurately shows all of the information required by this subdivision.”

28 70.34. Labor Code § 226(b) provides: “An employer that is required by this code or any

1 regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford
2 current and former employees the right to inspect or receive a copy of records pertaining to their
3 employment, upon reasonable request to the employer. The employer may take reasonable steps to
4 ensure the identity of a current or former employee. If the employer provides copies of the records, the
5 actual cost of reproduction may be charged to the current or former employee.”

6 70.35. Labor Code § 226(c) provides: “An employer who receives a written or oral
7 request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or
8 former employee shall comply with the request as soon as practicable, but no later than 21 calendar days
9 from the date of the request. A violation of this subdivision is an infraction. Impossibility of
10 performance, not caused by or a result of a violation of law, shall be an affirmative defense for an
11 employer in any action alleging a violation of this subdivision. An employer may designate the person to
12 whom a request under this subdivision will be made.”

13 70.36. Plaintiff and Class Members are current and former non-exempt employees
14 entitled to Labor Code § 226 protections. Plaintiff is informed and believes Defendants failed to provide
15 Plaintiff and Class Members, accurate itemized wage statements and failed to create and maintain
16 accurate records, as required under Labor Code § 226(a). Plaintiff is further informed and believes that
17 Defendants failed to provide Plaintiff and Class Members, copies of their employment records upon
18 their oral and written requests as soon as practicable, but no later than 21 calendar days from the date of
19 the request, as required under Labor Code § 226(b) and (c).

20 70.37. Defendants conduct violates Labor Code § 226 because Defendants have
21 knowingly and willfully refused to perform their obligations to provide Plaintiff and Class Members,
22 with accurate itemized wage statements, to maintain accurate employment records, and to timely and
23 fully comply with written or oral requests for inspection or receipts of copies of employment records,
24 which entitles the State of California, Plaintiff, and Class Members to PAGA civil penalties²³ and other
25 remedies.

26 70.38. Labor Code § 226.7 Underlying Violations (Failure to Timely Pay All Meal
27 Period and Rest Period Wages Due During Employment) Labor Code § 226.7(c) provides: “If an
28 employer fails to provide an employee a meal or rest or recovery period in accordance with a state law,

1 including, but not limited to, an applicable statute or applicable regulation, standard, or order of the
2 Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
3 Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the
4 employee's regular rate of compensation for each workday that the meal or rest or recovery period is not
5 provided."

6 70.39. Plaintiff and Class Members are current and former non-exempt employees
7 entitled to Labor Code § 226.7(c) protections. Plaintiff is informed and believes Defendants failed to
8 provide Plaintiff and Class Members, one (1) hour of pay at their regular hourly rates of compensation
9 for each workday that a meal period was not provided and for each workday that a rest period was not
10 authorized or permitted.

11 70.40. Defendants conduct violates Labor Code § 226.7(c) because Defendants have
12 knowingly and willfully refused to perform their obligations to compensate Plaintiff and Class Members
13 with all wages earned and all hours worked, which entitles the State of California, Plaintiff and Class
14 Members to PAGA civil penalties and other remedies

15 70.41. Labor Code § 246 Underlying Violations (Failure to Pay all Sick Day Wages
16 Earned and Due) Labor Code § 245(a) and (b) provides: "(a) This article shall be known and may be
17 cited as the Healthy Workplaces, Healthy Families Act of 2014. [¶] (b) The provisions of this article are
18 in addition to and independent of any other rights, remedies, or procedures available under any other law
19 and do not diminish, alter, or negate any other legal rights, remedies, or procedures available to an
20 aggrieved person."

21 70.42. Labor Code § 246(l)(1) and (2) provide: "(l) For the purposes of this section, an
22 Employers shall calculate paid sick leave using any of the following calculations: [¶] (1) Paid sick time
23 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
24 workweek in which the employee uses paid sick time, whether or not the employee actually works
25 overtime in that workweek. [¶] (2) Paid sick time for nonexempt employees shall be calculated by
26 dividing the employee's total wages, not including overtime premium pay, by the employee's total hours
27 worked in the full pay periods of the prior 90 days of employment."

28 70.43. Plaintiff and Class Members are current and former non-exempt employees

1 entitled to Labor Code §§ 245 and 246 protections. Plaintiff is informed and believes Defendant failed to
2 provide Plaintiff and Class Members, their paid sick day wages at their regular hourly rates of pay as
3 required under Labor Code § 246(l)(1) or (2).

4 70.44. Defendants conduct violates Labor Code § 246(l)(1) and (2) because Defendants
5 have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Class
6 Members with all sick day wages earned and due, which entitles the State of California, Plaintiff and
7 Class Members to PAGA civil penalties and other remedies.

8 70.45. 9.12. Labor Code § 510 Underlying Violations (Failure to Pay All Overtime
9 Wages Due) Labor Code § 510(a) provides, in part: “Eight hours of labor constitutes a day’s work. Any
10 work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek
11 and the first eight hours worked on the seventh day of work in any one workweek shall be compensated
12 at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in
13 excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of
14 pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek
15 shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

16 70.46. Plaintiff and Class Members are current and former non-exempt employees
17 entitled to Labor Code § 510(a) protections. Plaintiff is informed and believes Defendant failed to pay
18 Plaintiff and Class Members with all overtime hours worked.

19 70.47. Defendants conduct violates Labor Code § 510 because Defendants have refused
20 to perform their obligations to compensate Plaintiff and Class Members with all wages earned and all
21 hours worked, which entitles the State of California, Plaintiff, and Class Members to PAGA civil
22 penalties and other remedies.

23 70.48. Labor Code § 512 Underlying Violations (Failure to Provide Timely First and
24 Second Meal Periods) Labor Code § 512(a) provides: “An employers shall not employ an employee for
25 a work period of more than five hours per day without providing the employee with a meal period of not
26 less than 30 minutes, except that if the total work period per day of the employee is no more than six
27 hours, the meal period may be waived by mutual consent of both the Employers and employee. An
28 Employers shall not employ an employee for a work period of more than 10 hours per day without

1 providing the employee with a second meal period of not less than 30 minutes, except that if the total
2 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the
3 Employers and the employee only if the first meal period was not waived.”

4 70.49. Plaintiff and Class Members are current and former non-exempt employees
5 entitled to Labor Code § 512(a) protections. Plaintiff is informed and believes Defendants failed to
6 provide Plaintiff and Class Members, timely, uninterrupted, and duty-free first and second meal periods
7 during their shifts.

8 70.50. Defendants conduct violates Labor Code § 512 because Defendants have refused
9 to perform their obligations to provide Plaintiff and Class Members, timely, uninterrupted, and duty-free
10 first and second meal periods during their shifts, which entitles the State of California, Plaintiff, and
11 Class Members to PAGA civil penalties and other remedies.

12 70.51. Labor Code § 1174(d) Underlying Violations (Failure to Keep Accurate Payroll
13 Records in a Central Location in California) Labor Code § 1174 and subdivision (d) provide: “Every
14 person employing labor in this state shall: [¶] . . . (d) Keep, at a central location in the state or at the
15 plants or establishments at which employees are employed, payroll records showing the hours worked
16 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece
17 rate paid to, employees employed at the respective plants or establishments. These records shall be kept
18 in accordance with rules established for this purpose by the commission, but in any case shall be kept on
19 file for not less than three years. An Employers shall not prohibit an employee from maintaining a
20 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

21 70.52. Plaintiff and Class Members are current and former non-exempt employees
22 entitled to Labor Code § 1174(d) protections. Plaintiff is informed and believes Defendants failed to
23 keep Plaintiff and Class Members accurate payroll records including the hours they worked daily.

24 70.53. Defendants conduct violates Labor Code § 1174(d) because Defendants have
25 refused to perform their obligations to keep accurate payroll records, which entitles the State of
26 California, Plaintiff, and Class Members to PAGA civil penalties and other remedies

27 70.54. Labor Code § 1197 Underlying Violations (Failure to Pay All Minimum Wages)
28 Labor Code § 1197 provides: “The minimum wage for employees fixed by the commission or by any

1 applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower
2 wage than the minimum so fixed is unlawful. This section does not change the applicability of local
3 minimum wage laws to any entity.”

4 70.55. Plaintiff and Class Members are current and former non-exempt employees and
5 are entitled to the protections of Labor Code § 1197. As stated above, and for the reasons set forth
6 above, Plaintiff is informed and believes that Defendants failed to Plaintiff and Class Members, for all
7 hours worked, including hours entitling them to minimum wages.

8 70.56. Defendants conduct violates Labor Code § 1197 because Defendants have refused
9 to perform their obligations to compensate Plaintiff and Class Members, for all wages earned and all
10 hours worked, including hours entitling them to minimum wages, which entitles the State of California,
11 Plaintiff, and Class Members to PAGA civil penalties and other remedies

12 70.57. Labor Code § 1198 Underlying Violations (Employment Under Conditions of
13 Labor Prohibited by the Relevant IWC Wage Orders) Labor Code § 1198 provides: “The maximum
14 hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours
15 of work and the standard conditions of labor for employees. The employment of any employee for
16 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
17 unlawful.”

18 70.58. Plaintiff and Class Members are current and former non-exempt employees and
19 are entitled to the protections of Labor Code § 1198 and the provisions of the relevant IWC Wage
20 Orders. As stated above, and for the reasons set forth above, Plaintiff is informed and believes that
21 Defendants subjected Plaintiff and Class Members, to work for longer hours than those fixed by the
22 relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders.

23 70.59. Defendants conduct violates Labor Code § 1198 because Defendants have refused
24 to perform their obligations to refrain from employing Plaintiff and Class Members, for hours and under
25 conditions prohibited by the IWC, which entitles the State of California, Plaintiff, and Class Members to
26 PAGA civil penalties and other remedies.

27 70.60. Labor Code § 1198.5 Underlying Violations (Failure to Provide Right to Inspect
28 or Receive a Copy of Personnel Records) Labor Code § 1198.5(a) provides: “(a) Every current and

1 former employee, or his or her representative, has the right to inspect and receive a copy of the
2 personnel records that the employer maintains relating to the employee's performance or to any
3 grievance concerning the employee."

4 70.61. Labor Code § 1198.5(b)(1) provides: "(b) (1) The employer shall make the
5 contents of those personnel records available for inspection to the current or former employee, or his or
6 her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
7 from the date the employer receives a written request, unless the current or former employee, or his or
8 her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
9 records, and the agreed upon date does not exceed 35 calendar days from the employer's receipt of the
10 written request. Upon a written request from a current or former employee, or his or her representative,
11 the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost
12 of reproduction, not later than 30 calendar days from the date the employer receives the request, unless
13 the current or former employee, or his or her representative, and the employer agree in writing to a date
14 beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not
15 exceed 35 calendar days from the employer's receipt of the written request. Except as provided in
16 paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy
17 thereof available at a time when the employee is actually required to render service to the employer, if
18 the requester is the employee."

19 70.62. Labor Code § 1198.5(b)(2) provides: "(2) (A) For purposes of this section, a
20 request to inspect or receive a copy of personnel records shall be made in either of the following ways:
21 [¶] (i) Written and submitted by the current or former employee or his or her representative. [¶] (ii)
22 Written and submitted by the current or former employee or his or her representative by completing an
23 employer-provided form. [¶] (B) An employer-provided form shall be made available to the employee or
24 his or her representative upon verbal request to the employee's supervisor or, if known to the employee
25 or his or her representative at the time of the request, to the individual the employer designates under
26 this section to receive a verbal request for the form."

27 70.63. Labor Code § 1198.5(c)(1) and (2) provide: "(c) The employer shall do all of the
28 following: [¶] (1) With regard to all employees, maintain a copy of each employee's personnel records

1 for a period of not less than three years after termination of employment. [¶] (2) With regard to current
2 employees, make a current employee's personnel records available for inspection, and, if requested by
3 the employee or his or her representative, provide a copy thereof, at the place where the employee
4 reports to work, or at another location agreeable to the employer and the requester. If the employee is
5 required to inspect or receive a copy at a location other than the place where he or she reports to work,
6 no loss of compensation to the employee is permitted."

7 70.64. Labor Code § 1198.5(c)(3)(A) and (B) provide: "(3) (A) With regard to former
8 employees, make a former employee's personnel records available for inspection, and, if requested by
9 the employee or his or her representative, provide a copy thereof, at the location where the employer
10 stores the records, unless the parties mutually agree in writing to a different location. A former employee
11 may receive a copy by mail if he or she reimburses the employer for actual postal expenses. [¶] (B) (i)
12 Notwithstanding subparagraph (A), if a former employee seeking to inspect his or her personnel records
13 was terminated for a violation of law, or an employment-related policy, involving harassment or
14 workplace violence, the employer may comply with the request by doing one of the following: [¶] (I)
15 Making the personnel records available to the former employee for inspection at a location other than
16 the workplace that is within a reasonable driving distance of the former employee's residence. [¶] (II)
17 Providing a copy of the personnel records by mail. [¶] (ii) Nothing in this subparagraph shall limit a
18 former employee's right to receive a copy of his or her personnel records."

19 70.65. Labor Code § 1198.5(d) to (g) provide: "(d) An employer is required to comply
20 with only one request per year by a former employee to inspect or receive a copy of his or her personnel
21 records. [¶] (e) The employer may take reasonable steps to verify the identity of a current or former
22 employee or his or her authorized representative. For purposes of this section, "representative" means a
23 person authorized in writing by the employee to inspect, or receive a copy of, his or her personnel
24 records. [¶] (f) The employer may designate the person to whom a request is made. [¶] (g) Prior to
25 making records specified in subdivision (a) available for inspection or providing a copy of those records,
26 the employer may redact the name of any nonsupervisory employee contained therein."

27 70.66. Labor Code § 1198.5(h) provides: "(h) The requirements of this section do not
28 apply to: [¶] (1) Records relating to the investigation of a possible criminal offense. [¶] (2) Letters of

reference. [¶] (3) Ratings, reports, or records that were: [¶] (A) Obtained prior to the employee's employment. [¶] (B) Prepared by identifiable examination committee members.[¶] (C) Obtained in connection with a promotional examination.[¶] (4) Employees who are subject to the Public Safety Officers Procedural Bill of Rights (Chapter 9.7 (commencing with Section 3300) of Division 4 of Title 1 of the Government Code).[¶] (5) Employees of agencies subject to the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code)."

70.67. Labor Code § 1198.5(i) and (j) provide: "(i) If a public agency has established an independent employee relations board or commission, an employee shall first seek relief regarding any matter or dispute relating to this section from that board or commission before pursuing any available judicial remedy. [¶] (j) In enacting this section, it is the intent of the Legislature to establish minimum standards for the inspection and the receipt of a copy of personnel records by employees. Nothing in this section shall be construed to prevent the establishment of additional rules for the inspection and the receipt of a copy of personnel records that are established as the result of agreements between an employer and a recognized employee organization."

70.68. Plaintiff and Class Members are current and former non-exempt employees entitled to Labor Code § 1198.5 protections. Plaintiff is informed and believes Plaintiffs failed to provide Plaintiff and Class Members the right to inspect or receive copies of their personnel records within 30 calendar days in response to their oral and written requests, as required under Labor Code § 1198.5(b)(1).

70.69. Defendants conduct violates Labor Code § 1198.5 because defendants have refused to perform their obligations, which the Legislature established as minimum standards for the inspection and the receipt of a copy of personnel records by current and former employees, which entitles the State of California, Plaintiff, and Class Members to PAGA civil penalties and other remedies.

70.70. Labor Code § 2802 Underlying Violations (Failure to Indemnify Employees)
Labor Code § 2802(a) provides: "An Employers shall indemnify Employee's or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of Employee's or her duties, or of Employee's or her obedience to the directions of the Employers, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
2 unlawful.”

3 70.71. Plaintiff and Class Members are current and former non-exempt employees
4 entitled to Labor Code § 2802 protections. Plaintiff is informed and believes that defendants knowingly
5 and willfully failed to indemnify Plaintiff and Class Members for all business expenses and/or losses
6 incurred in direct consequence of the discharge of their duties.

7 70.72. Defendants conduct violates Labor Code § 2802 because Defendants have refused
8 to perform their obligations to indemnify Plaintiff and Class Members for all monies they expended in
9 necessary expenditures or losses incurred, which entitles the State of California, Plaintiff and Class
10 Members to PAGA civil penalties and other remedies.

11 **PRAYER FOR RELIEF**

12 Plaintiff, individually and on behalf of all other persons similarly situated and aggrieved
13 respectfully prays for relief against Defendants, and each of them, as follows:

14 1. For compensatory damages in an amount to be ascertained at trial as alleged herein for
15 unpaid minimum wage compensation, unpaid overtime wage compensation, unpaid meal period and rest
16 period premium wages, failure to indemnify employees for necessary expenditures and/or losses
17 incurred in discharging their duties, failure to furnish accurate itemized wage statements, and failure to
18 pay all wages due to discharged and quitting employees;

19 2. For liquidated damages pursuant to Labor Code §§ 1194.2 and 1197.1;

20 3. For actual and/or statutory damages and/or penalties according to proof including, but not
21 limited to, all penalties authorized by the Labor Code §§ 203 and 226(e);

22 4. For interest on the unpaid wages pursuant to Labor Code §§ 218.6, 1194, 2802,
23 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
24 interest;

25 5. For reasonable attorneys’ fees and costs pursuant to Labor Code §§ 1194, 2699(g)(1),
26 2802, Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys’ fees and
27 costs;

28 6. For an accounting of all monies due to Plaintiff and Class Members arising from

1 Defendants' unfair and unlawful business practices;

2 7. For restitution of all monies due to Plaintiff and Class Members, as well as disgorged
3 profits arising from Defendants' unfair and unlawful business practices;

4 8. For preliminary and permanent injunctive relief enjoining Defendants from violating the
5 relevant provisions of the IWC Wager Orders and Labor Code cited herein, and from engaging in the
6 unlawful business practices complained of herein;

7 9. For an order requiring and certifying the first through the seventh causes of action as a
8 class action;

9 10. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class
10 counsel;

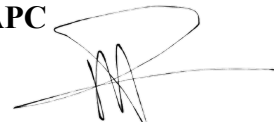
11 11. For all civil penalties and other recoveries according to proof including, but not limited
12 to, the amount of any all civil penalties or other amounts authorized by California Labor Code §§ §§
13 210, 226(f), 226.3, 558(a), 1174.5, 1197.1, and 2699, or any other applicable civil penalty provisions
14 authorized under California laws; and

15 12. For such further relief that the Court may deem just and proper.

16
17 DATED: August 15, 2024

Respectfully Submitted,

18 **LOYR, APC**



19
20 By: _____

21 Young W. Ryu, Esq.
22 Zachariah E. Moura, Esq.
23 Kee Seok Mah, Esq.
24 Harley M. Phleger, Esq.
25 Attorneys for Plaintiff, GONZALO RAMIREZ JR.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 15, 2024

Respectfully Submitted,

LOYR, APC



By: _____

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee Seok Mah, Esq.
Harley M. Phleger, Esq.
Attorneys for Plaintiff, GONZALO RAMIREZ JR.

PROOF OF SERVICE

I am over 18 years old and not a party to this action. My business address is 1055 West 7th Street, Suite 2290, Los Angeles, California 90017.

On August 15, 2024, I served the following document on the interested parties as follows:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Mandeep S. Rupal Esq.

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Alexander W. Richter, Esq.

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F: (951) 963-9920

Attorney for defendants

GOLDEN MILE ENTERPRISES, INC.

and RUPINDER KUAR



BY ELECTRONIC SERVICE:

My electronic service address is martha.gutierrez@loywr.com. Per the parties' agreement, through their respective counsel, to accept electronic service and pursuant to California Code of Civil Procedure section 1010.6, I served the foregoing document on the interested party at the electronic service addresses (e-mail addresses) listed above and did not receive Notice of Failure

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 15, 2024, in Los Angeles, California.



Martha Gutierrez