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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MANUEL PÉREZ BECERRA on behalf of the
State of California,

Plaintiff,

v.

VEER HOSPITALITY PALM SPRINGS LLC, a
California limited liability company; PALM
SPRINGS HOTEL LLC, a California limited
liability company; NORTH PALM SPRINGS
HOTEL LLC, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01372931-CU-OE-CXC

**LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATIONS
OF LABOR CODE AND INDUSTRIAL
WELFARE COMMISSION WAGE ORDERS**

1. Underlying Failure to Pay Minimum and Regular Rate Wages
2. Underlying Failure to Pay Overtime Compensation
3. Underlying Failure to Provide Meal Periods and to Pay Wages in Lieu Thereof
4. Underlying Failure to Provide Rest Periods and to Pay Wages in Lieu Thereof
5. Underlying Failure to Indemnify Necessary Expenditures or Losses
6. Underlying Failure to Provide Accurate Itemized Wage Statements and Accurate Records
7. Underlying Failure to Pay Wages at Discharge or Quitting

DEMAND FOR JURY TRIAL

PAGA Case No.

LWDA-CM-985847-23: October 5, 2023, as
amended

TABLE OF CONTENTS

1		
2	REPRESENTATIVE ACTION COMPLAINT	3
3	JURISDICTION & VENUE	4
4	PARTIES.....	4
5	Plaintiff, as a PAGA Representative, on Behalf of the State of California with Respect to	
6	Aggrieved Employees.....	4
7	Defendants and Does 1 Through 50, Inclusive.....	5
8	PAGA REPRESENTATIVE ACTION ALLEGATIONS.....	7
9	FURTHER ALLEGATIONS GIVING RISE TO PAGA REMEDIES	15
10	First Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Pay	
11	Minimum and Regular Rate Wages)	15
12	Second Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Pay	
13	Overtime Compensation).....	16
14	Third Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Provide	
15	Meal Periods and to Pay Wages in Lieu Thereof).....	18
16	Fourth Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Provide	
17	Rest Periods and to Pay Wages in Lieu Thereof).....	20
18	Fifth Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Indemnify	
19	Necessary Expenditures or Losses)	22
20	Sixth Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Provide	
21	Accurate Itemized Wage Statements and Accurate Records)	23
22	Seventh Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Pay	
23	Wages Due at Discharge or Quitting).....	25
24	FIRST CAUSE OF ACTION	27
25	Private Attorneys General Act Remedies for Violations of the Labor Code.....	27
26	PRAYER FOR RELIEF	32
27	DEMAND FOR JURY TRIAL.....	33
28		

REPRESENTATIVE ACTION COMPLAINT

1. Introduction. Plaintiff Manuel Pérez Becerra (“Plaintiff”) brings this complaint against defendants VEER HOSPITALITY PALM SPRINGS LLC, a California limited liability company; PALM SPRINGS HOTEL LLC, a California limited liability company; NORTH PALM SPRINGS HOTEL LLC, a California limited liability company, and DOES 1 through 50, inclusive (collectively, “Defendants”), based on facts that have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, which Plaintiff alleges, including on information and belief, pursuant to the laws of the State of California, for which Plaintiff prays for a judgment against Defendants awarding civil penalties, attorneys’ fees, litigation costs, and all other legal and equitable remedies deemed just under California law.

2. Cause of Action and Remedies. Defendants employed Plaintiff to perform labor under employment policies and practices that failed to comply with Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001 Regulating Wages, Hours and Working Conditions in the Public Housekeeping Industry, or other applicable Wage Orders (collectively, “IWC Wage Order(s)”) provisions fixing the minimum wages, maximum hours, and standard conditions of labor for employees in California, which resulted, and continues to result, in illegal conduct giving rise to a Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698-2699.8, *et. seq.* [sometimes “PAGA”]) representative action based on Defendants’ conduct including for underlying violations of Labor Code and IWC Wage Order provisions prohibiting: (1) failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods and to pay wages in lieu thereof; (4) failure to provide rest periods and to pay wages in lieu thereof; (5) failure to indemnify necessary expenditures or losses; (6) failure to provide accurate itemized wage statements and accurate records; and (7) failure to pay wages at discharge or quitting, giving rise to an action for PAGA remedies.

3. Cause of Action as a PAGA Representative Action. Plaintiff brings a cause of action against Defendants, as a representative action on behalf of the State of California, pursuant to PAGA for remedies based on at least one (1) violation of Labor Code or IWC Wage Order provision, which Plaintiff alleges suffering, as a result of Defendants’ illegal conduct, including as alleged in Plaintiff’s October 5, 2023 notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants in LWDA, Case No.

LWDA-CM-985847-23, as amended on November 21, 2023 (sometimes, “10/05/23 PAGA Notice”), which is incorporated by reference.

JURISDICTION & VENUE

4. Jurisdiction. The Superior Court of California has jurisdiction over this action because Plaintiff is, or was, a California resident, and at least one (1) of the Defendants regularly conducted business in California when Defendants’ acts and omissions caused the losses, which Plaintiff seeks to remedy in amounts yet unascertained, but subject to proof and within this Court’s jurisdiction. Moreover, Defendants have sufficient minimum contacts in California and purposefully availed themselves of the privileges of conducting business in California, including by forming employment relationships with Plaintiff, which renders California courts’ exercise of jurisdiction over them consistent with the traditional notions of fair play and substantial justice. Furthermore, no federal question is in controversy because Plaintiff’s cause of action is based solely on California law.

5. Venue. Venue is proper in this judicial district of the County of Orange because Plaintiff and other aggrieved employees performed labor or resided in this judicial district while performing labor for Defendants, or because Defendants executed their illegal wage, hour, and working condition policies and practices from business locations, which are subjects of this action, in this judicial district.

PARTIES

Plaintiff, as a PAGA Representative, on Behalf of the State of California with Respect to Aggrieved Employees

6. Plaintiff Manuel Pérez Becerra. Plaintiff MANUEL PÉREZ BECERRA, a natural person, brings this action against Defendants, having worked for Defendants in California in an hourly-paid position Defendants likely classified as non-exempt during the applicable statutory periods.

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

All persons who worked for Defendants in California as non-exempt employees at any time during the period beginning one (1) year prior to Plaintiff’s October 5, 2023 PAGA Notice and ending on the date of judgment or on a date fixed by the Court (“Aggrieved Employees”).

Plaintiff reserves the right to name additional PAGA representatives.

Defendants and Does 1 Through 50, Inclusive.

1. Defendant Veer Hospitality Palm Springs LLC. Defendant VEER HOSPITALITY PALM SPRINGS LLC is a limited liability company organized and existing under the laws of California, who conducted business in California under California Secretary of State entity number: 202206610830 including while employing Plaintiff and Aggrieved Employees.

2. Defendant Palm Springs Hotel LLC. Defendant PALM SPRINGS HOTEL LLC is a limited liability company organized and existing under the laws of California, who conducted business in California under California Secretary of State entity number: 202019910664 including while employing Plaintiff and Aggrieved Employees.

3. Defendant North Palm Springs Hotel LLC. Defendant NORTH PALM SPRINGS HOTEL LLC is a limited liability company organized and existing under the laws of California, who conducted business in California under California Secretary of State entity number: 202206911004 including while employing Plaintiff and Aggrieved Employees.

4. Does 1 Through 50. Plaintiff does not presently know the true names and capacities of DOES 1 through 50, inclusive (“DOE Defendants”), who are each in some manner highly responsible for, and who proximately caused, Plaintiff and Aggrieved Employees’ injuries. Plaintiff therefore sue such DOE Defendants under fictitious names and shall seek leave of court to amend this complaint to allege the true names and capacities of such DOE Defendants when ascertained.

5. Defendants’ Relationships Giving Rise to Individual, Joint, and Several Liability. Defendant PALM SPRINGS HOTEL LLC, NORTH PALM SPRINGS HOTEL LLC, VEER HOSPITALITY PALM SPRINGS LLC and each of the DOE Defendants (collectively, “Defendants”) committed acts and omissions in concert with each other and are, as a result, jointly liable for Plaintiff and Aggrieved Employees’ injuries under theories of liability, which Plaintiff pleads in the alternative consistent and not in contradiction with Plaintiff’s other allegations. Accordingly, whenever Plaintiff alleges any of the Defendants committed an act or omission herein, Plaintiff alleges each of the Defendants committed the act and should be held liable individually, jointly, and severally including for reasons including, but not limited to, the following.

5.1. Defendants’ Unity of Interest and Ownership Giving Rise to Joint Liability. Each

1 of the Defendants shared a unity of interest and ownership with the other Defendants such that any
2 corporate or business individuality and separateness between them has ceased such that Defendants are
3 alter egos of each other and if Defendants' acts and omissions are treated as those of only one (1) of them,
4 then an inequitable result for Plaintiff and the State of California would follow.

5 5.2. Defendants' Joint Employment Relationships Giving Rise to Joint Liability. Each
6 of the Defendants, directly or indirectly, or through Defendants' agents or other persons: (1) exercised
7 control over Plaintiff and Aggrieved Employees' wages, hours, or working conditions; (2) suffered or
8 permitted Plaintiff and Aggrieved Employees to work; or (3) engaged Plaintiff and Aggrieved Employees,
9 thereby creating a common law employment relationship.

10 5.3. Defendants' Temporary Services Employer Relationships Giving Rise to Joint
11 Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, engaged in
12 conduct forming a "[T]emporary services employer" and/or "client" and "customer" relationship as
13 defined in Labor Code § 201.3(a)(1) because at least one (1) of the Defendants, as an "employing unit[.]"
14 contracted with the other Defendants, as a client or customer, to supply Plaintiff and Aggrieved Employees
15 as "workers" to perform services for Defendants, and under this relationship, at least one (1) of the
16 Defendants: (A) negotiated with the other Defendants, as clients and customers, for matters such as the
17 time and place where the services were to be provided, the type of work, the working conditions, and the
18 quality and price of the services; (B) determined assignments or reassignments of workers, even if workers
19 retained the right to refuse specific assignments; (C) retained the authority to assign or reassign a worker
20 to another client or customer when the worker is determined unacceptable by a specific client or customer;
21 (D) assigned or reassigned workers to perform services for clients or customers; (E) set the rate of pay of
22 workers, whether or not through negotiation; (F) paid workers from its own account or accounts; and (G)
23 retained the right to hire and terminate workers.

24 5.4. Defendants' Other Acts and Omissions Giving Rise to Joint Liability. Each of the
25 Defendants, directly or indirectly, or through agents or other persons, completely dominated the other
26 Defendants, including in the course and scope of their relationships as alter egos, divisions, affiliates,
27 integrated enterprisers, subsidiaries, parents, principals, associates, managers, supervisors, managing
28 agents, directors, owners, shareholders, sisters, related entities, co-conspirators, agents, partners, joint

1 venturers, masters, servants, clients, customers, aidors, abettors, franchisees, franchisors, joint
2 enterprisers, predecessors in interest, successors in interest, and guarantors, and each of the Defendants
3 directed, authorized, permitted, condoned, and ratified the other Defendants' acts and omissions.

4 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

5 6. Plaintiff's Work Experiences. Defendants employed Plaintiff in California as an hourly
6 paid employee beginning well before 2017 and from around 2017 to around April 2023 or mid-2023.
7 Plaintiff regularly or occasionally worked shifts over five (5) hours, over eight (8) hours, and over 10
8 hours, performing maintenance, cleaning, customer care, and other related duties alongside Aggrieved
9 Employees, who performed similar duties.

10 6.1. Failure to Pay Plaintiff for All Hours Worked and All Wages Earned and Due.
11 Defendants failed to compensate Plaintiff for all hours of work performed and all wages earned and due,
12 including for minimum, regular rate, and overtime wage hours worked including minimum wages or
13 amounts due as sick pay, vacation pay or paid time off, and holiday pay based on Plaintiff's regular rate
14 of pay that included the value of non-discretionary and non-hourly based earnings, including shift
15 premiums based on Plaintiff's performance of work during certain hours and on certain days, and incentive
16 or other productivity-based payments based on Plaintiff's performance of work, including because
17 Defendants failed to keep accurate time records of Plaintiff's compensable hours, Defendants failed to
18 pay Plaintiff for all hours worked, Defendants required, suffered, and permitted Plaintiff to work or remain
19 under Defendants' control while off-the-clock including while undergoing pre-shift COVID-19
20 temperature screenings, reporting and responding to work-related communications, and while Plaintiff
21 were purportedly taking so-called meal periods or other unpaid break times during shifts that were not
22 duty-free, which Defendants should have treated, but failed to treat, as on-duty meal periods and
23 Defendants should have counted, but failed to count, as time worked. Defendants further failed to pay
24 Plaintiff sick day wages or other earned paid time off or vacation wages Plaintiff requested at or near the
25 end of Plaintiff's employment relationship with Defendants.

26 6.2. Failure to Provide Plaintiff Meal Periods and to Pay Wages in Lieu Thereof.
27 Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over five (5) hours.
28 Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 30-minute,

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

6.3. Failure to Provide Plaintiff Rest Periods and to Pay Wages in Lieu Thereof. Defendants failed to provide Plaintiff timely, duty-free rest periods during shifts over three and one-half (3 1/2) hours. Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 10-minute, duty-free rest periods because Defendants gave Plaintiff too much work to perform and did not relieve Plaintiff of all duties before the lapse of each four (4) hours worked or major fraction thereof. Despite failing to provide Plaintiff timely, 10-minute, duty-free rest periods, Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each workday when a compliant rest period was not provided.

6.4. Failure to Indemnify and Reimburse Plaintiff. Defendants failed to indemnify and reimburse, resulting from Defendants' policies of requiring Plaintiff to personally obtain and/or maintain personal mobile data communication capabilities and electronic devices for work-related communications, to personally obtain and/or maintain, by laundering, and pressing, uniform items that included logoed wear, safety wear such as steel toed footwear, and to personally obtain and/or maintain tools and supplies including by traveling to third-party locations to obtain tools and supplies, without reimbursement and indemnification.

7. Plaintiff's Recently Suffered Violations of Labor Code and IWC Wage Orders Given Defendants' Failures to Maintain and Provide Plaintiff Employment Records Responsive to Plaintiff's Pre-Litigation Requests. Defendants failed to produce Plaintiff's employment records responsive to Plaintiff's October 5, 2023 and November 21, 2023 pre-litigation written requests including, but not limited to, the following:

7.1. Failures to Maintain and Produce Time Records Showing When Plaintiff Began and Ended Each Work Period. Defendants failed to maintain and produce accurate records of Plaintiff's compensable work hours described and mandated by the IWC as follows: "(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily

hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.” (IWC Wage Order 5-2001 § 7 (RECORDS), subd. (A)(3); *id.*, subd. (C) [(“C) All required records shall be in the English language.... An employee’s records shall be available for inspection by the employee, upon reasonable request to employees.”)]).

7.2. Failures to Maintain and Produce Records Showing Total Wages Paid. Defendants failed to maintain and produce accurate records of the wages paid to Plaintiff described and mandated by the IWC as follows: “(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.” (IWC Wage Order 5-2001 § 7 (RECORDS), subd. (A)(4); *id.*, subd. (C) [(“C) All required records shall be in the English language.... An employee’s records shall be available for inspection by the employee, upon reasonable request to employees.”)])

7.3. Failures to Maintain and Produce Records Showing Total Hours Worked During Pay Periods. Defendants failed to maintain and produce accurate records of Plaintiff’s compensable work hours described and mandated by the IWC as follows: “(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.” (IWC Wage Order 5-2001 § 7 (RECORDS), subd. (A)(5); *id.*, subd. (C) [(“C) All required records shall be in the English language.... An employee’s records shall be available for inspection by the employee, upon reasonable request to employees.”)]).

7.4. Failures to Maintain and Produce Records Showing Piece Rate and Incentive Plans and Accurate Production Records. Defendants failed to maintain and produce accurate records of Plaintiff’s entitlements to non-hourly or other non-discretionary earnings including bonus or commission payments described and mandated by the IWC as follows: “(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.” (IWC Wage Order 6-2001 § 7 (RECORDS), subd. (A)(5); *id.*, subd. (C) [(“C) All required records shall be in the English language.... An employee’s records shall be available for inspection by the employee, upon reasonable request to employees.”)]).

8. Plaintiff’s Work Experiences as Common, Typical, and Illustrative. Defendants regularly subjected Plaintiff and Aggrieved Employees to similar employment policies and practices that led to the

1 inaccurate recordkeeping and wage theft, which caused Plaintiff to suffer legal detriment, and Plaintiff's
2 experiences were common, typical, and illustrative of Aggrieved Employees' experiences as alleged
3 herein.

4 8.1. Majority Non-Professional, Non-Executive, Non-Administrative Duties. Plaintiff
5 and Aggrieved Employees did not perform more than one-half (1/2) of their work time during any week
6 or pay period engaged in duties utilizing advanced knowledge, specialized intellectual instruction,
7 invention, imagination, originality, or artistic talent that would qualify them as exempt employees under
8 any professional, executive, or administrative exemption provisions of IWC Wage Orders and Labor Code
9 § 515, or like provisions, including because (a) their duties and responsibilities did not involve the
10 management of the enterprise in which they were employed or of a customarily recognized department or
11 subdivision thereof; (b) they were not licensed or certified by the State of California nor were they
12 primarily engaged in the practice of one of the following recognized professions: law, medicine, dentistry,
13 optometry, architecture, engineering, teaching, or accounting, nor were they primarily engaged in an
14 occupation commonly recognized as a learned or artistic profession; and (c) their duties and
15 responsibilities did not involve either the performance of office or non-manual work directly related to
16 management policies or general business operations of their employer or their employer's customers, or
17 the performance of functions in the administration of a school system, or educational establishment or
18 institution, or of a department or subdivision thereof, in work directly related to the academic instruction
19 or training carried on therein.

20 8.2. No Authority to Hire or Fire, No Customary or Regular Exercise of Discretion or
21 Independent Judgment and No Work Under Only General Supervision or Requiring Special Training,
22 Experience, or Knowledge. Plaintiff and Aggrieved Employees did not have the authority to hire or fire
23 other employees, nor were their suggestions and recommendations as to the advancement and promotion
24 or any other change of status of other employees given any weight. Plaintiff and Aggrieved Employees
25 did not customarily and regularly exercise discretion and independent judgment in performing their work
26 duties. Plaintiff and Aggrieved Employees did not perform under only general supervision or work along
27 specialized or technical lines requiring special training, experience, or knowledge.

28 8.3. Majority Non-Selling Duties. Plaintiff and Aggrieved Employees did not perform

1 more than one-half of their work time during any week or pay period engaged in duties making sales,
2 obtaining orders, or contracts for services customarily, or predominately away from Defendants' places
3 of business during any week or pay period that would qualify them as exempt employees under the outside
4 salesperson exemption.

5 8.4. No Valid Alternative Workweek Schedule. Plaintiff and Aggrieved Employees
6 were not subject to an alternative workweek schedule or like exemption because Defendants never
7 conducted a bona fide election and did not report a bona fide election to the Division of Labor Standards
8 Enforcement.

9 9. Defendants' Common, Illegal Policies and Practices. Defendants employed Plaintiff and
10 Aggrieved Employees pursuant to employment agreements, policies, and practices that were partly
11 written, partly oral, and partly implied, including one (1) or more collective bargaining agreements or
12 other employment contracts, which, in sum, failed to adequately conform with and communicate
13 employer-obligations and employee-entitlements under IWC Wage Orders and Labor Code provisions
14 fixing the minimum wages, maximum hours, and standard conditions of labor for employees in California,
15 which directly and proximately caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer
16 from, losses of earnings and other legal detriments in amounts as yet unascertained including for the
17 common reasons that follow.

18 9.1. Common Failure to Create and Maintain Accurate Records. Defendants failed to
19 create and maintain accurate books, documents, and records of Plaintiff and Aggrieved Employees' work
20 including those required by Section 6 or 7 ("Records") of any IWC Wage Order and the Labor Code:

21 9.1.1. by failing to create and keep accurate records of Plaintiff and Aggrieved
22 Employees' hours worked including time records showing when they began and ended each work period.

23 9.1.2. by failing to create and keep accurate records of Plaintiff and Aggrieved
24 Employees' hours worked including time records showing when they began and ended each meal period,
25 split shift interval, and total daily hours worked.

26 9.1.3. by causing Plaintiff and Aggrieved Employees to inaccurately report their
27 compensable hours including by adopting illegal, incomplete, misleading, or otherwise inadequate written
28 policies, which Defendants knew would cause them to inaccurately report all their hours worked;

1 9.1.4. by causing Plaintiff and Aggrieved Employees to refrain from accurately
2 recording and reporting their hours worked outside of scheduled hours including by express prohibition
3 and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved
4 hours including under threats of discipline;

5 9.1.5. by failing to record and report Plaintiff and Aggrieved Employees' hours
6 worked in an amount equal to all recorded or reported hours worked by altering, editing, rounding,
7 automatically deducting, disapproving, recording and reporting by scheduled hours, and recording and
8 reporting hours based on recorded or reported hours in certain timekeeping or information management
9 systems while disregarding additional recorded hours of work in other information management systems;

10 9.1.6. by requiring, suffering, and permitting Plaintiff and Aggrieved Employees
11 to work or to be subject to Defendants' control during times outside of recorded, compensated hours
12 including before shift start times, after shift end times, and during other paid or unpaid time periods
13 including so-called meal periods and rest periods that were noncompliant because they were not
14 authorized, permitted, duty-free, and timely, and then by failing to record and report those times as hours
15 worked;

16 9.1.7. by failing to provide Plaintiff and Aggrieved Employees itemized wage
17 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
18 period to avoid paying all wages due and to mislead, defraud, and to deprive Plaintiff and Aggrieved
19 Employees of the information needed to evaluate whether the hours recorded and reported were correct;

20 9.1.8. and by other illegal methods and schemes to be discovered, which are within
21 Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a
22 willful disregard and disobedience of California laws requiring employers to create and maintain accurate
23 books, documents, and records of Plaintiff and Aggrieved Employees' work.

24 9.2. Common Failure to Pay All Minimum Wages Earned and Due. Defendants
25 routinely deprived Plaintiff and Aggrieved Employees of all minimum wages earned and due as required
26 by provisions of the IWC Wage Orders and Labor Code:

27 9.2.1. by failing to create and keep accurate records of Plaintiff and Aggrieved
28 Employees' hours worked and compensating them based on some method of calculation other than the

1 sum of all hours worked and amount of all wages earned during their respective pay periods;

2 9.2.2. by causing Plaintiff and Aggrieved Employees to inaccurately report their
3 compensable hours and then adopting and claiming reliance on the inaccurate reports, which Defendants
4 knew would, and did, result in time records amounting to less than all hours worked, to undercompensate
5 them;

6 9.2.3. by causing Plaintiff and Aggrieved Employees to refrain from accurately
7 recording and reporting their hours worked outside of scheduled hours including by express prohibition
8 and indirect or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved
9 hours including under threats of discipline;

10 9.2.4. by failing to pay Plaintiff and Aggrieved Employees in an amount equal to
11 all recorded or reported hours worked by altering, editing, rounding, automatically deducting,
12 disapproving, paying by scheduled hours, paying by fixed salary amounts, and calculating compensable
13 hours based on recorded or reported hours in certain timekeeping or information management systems
14 while disregarding additional recorded hours of work in other information management systems;

15 9.2.5. by requiring, suffering, and permitting Plaintiff and Aggrieved Employees
16 to work or to be subject to Defendants' control during times outside of recorded, compensated hours
17 including before shift start times, after shift end times, and during other paid or unpaid time periods
18 including so-called meal periods and rest periods that were noncompliant because they were not
19 authorized, permitted, duty-free, and timely, and then by failing to compensate them for those times as
20 hours worked;

21 9.2.6. by averaging or claiming credits against Plaintiff and Aggrieved
22 Employees' minimum wages due for work performed on certain days, weeks, and pay periods by
23 collecting or receiving previously paid wages Defendants had already paid or purportedly overpaid for
24 work performed on other days, weeks, and pay periods;

25 9.2.7. by failing to pay Plaintiff and Aggrieved Employees based on their regular
26 rate of pay for all minimum wages due on certain days, weeks, and pay periods reflecting, among other
27 things, the per-hour value or productivity-based value of any non-hourly compensation they earned;

28 9.2.8. by failing to provide Plaintiff and Aggrieved Employees itemized wage

statements, reporting, recording, and showing their precise, actual number of hours worked for each pay period to avoid paying all minimum wages due and to mislead, defraud, and to deprive Plaintiff and Aggrieved Employees of the information needed to evaluate whether the payment was correct;

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

Aggrieved Employee Definition

10. Aggrieved Employee Definition. Pursuant to PAGA, including Labor Code § 2699(g)(1), Plaintiff seeks an order granting remedies as a PAGA representative action in favor of the State of California on behalf of Plaintiff and Aggrieved Employees defined as follows:

All persons who worked for Defendants in California as non-exempt employees at any time during the period beginning one (1) prior to Plaintiff's October 5, 2023 PAGA Notice and ending on the date a judgment is entered or on a date fixed by the Court ("Aggrieved Employees").

11. Suitability as a PAGA Representative Action. Labor Code § 2699(c) provides that an "aggrieved employee" is any person who was employed by the alleged violator and against whom one (1) or more of the alleged violations was committed. Furthermore, an employee affected by at least one (1) 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.)¹

¹ 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, 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 3073.4, 6310, 6311, and 6399.7."

FURTHER ALLEGATIONS GIVING RISE TO PAGA REMEDIES

**First Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Pay
Minimum and Regular Rate Wages)**

(IWC Wage Order § 4 and Lab. Code §§ 246, 227.3, 1182.11, 1197, and 1198)

(Against all DEFENDANTS)

12. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

13. Pursuant to IWC Wage Order § 4, Labor Code §§ 246, 227.3, 1182.12, 1197, and 1198, and other California laws, California has fixed minimum wage rates, including sick pay, has required employers in California to timely pay their employees no less than the minimum for all hours worked in the payroll period, has provided that wages for employees fixed by the IWC or by state law is the minimum wage to be paid to employees, and payment of a lower wage than the minimum so fixed is unlawful.

14. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 246, 227.3, 1182.12, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

15. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of all minimum wages earned and due by, among other things: requiring, suffering or permitting Plaintiff and Aggrieved Employees to work off-the-clock; requiring, suffering or permitting Plaintiff and Aggrieved Employees 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 Aggrieved Employees; failing to properly maintain Plaintiff and Aggrieved Employees' employment records including by falsifying hours worked and wages earned; failing to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees for each pay period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, substantial losses related to the use and enjoyment of such entitlements and

1 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to
2 perform their obligations under state law, all to Plaintiff's and Aggrieved Employees' respective
3 detriments in amounts according to proof at trial.

4 16. Defendants have knowingly and willfully refused to perform their obligations to
5 compensate Plaintiff and Aggrieved Employees for all minimum and regular rate wages earned and for
6 all hours worked in violation of IWC Wage Order § 4, Labor Code §§ 246, 227.3, 1182.12, 1197, and
7 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more
8 employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
9 California laws.

10 17. As a result, Plaintiff and Aggrieved Employees are entitled to recover from Defendants the
11 unpaid balance of minimum and regular rate wages as damages, liquidated damages, restitution, interest,
12 statutory penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194,
13 1194.2, 1194.5, and 1197.1, or other remedial Labor Code provisions and California laws, including, or
14 in the alternative, contract damages and related remedies for Defendants' breach of contract and breach
15 of the implied covenant of good faith and fair dealing for failing to pay for all hours worked and wages
16 earned, including minimum wages and regular rate wages.

17 **Second Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Pay**
18 **Overtime Compensation)**
19 **(IWC Wage Order § 3 and Lab. Code Code §§ 510, 1197, and 1198)**
20 **(Against all DEFENDANTS)**

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

23 19. Pursuant to IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, and other
24 California laws, California has required employers to timely pay their employees at a rate of no less than
25 one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours in
26 one (1) workday, all hours worked in excess of 40 hours in any one (1) workweek, and for the first eight
27 (8) hours on the seventh consecutive workday, and at a rate of no less than two (2) times their regular rate
28 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.

20. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

21. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees 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 rate of pay when required; requiring, suffering or permitting Plaintiff and Aggrieved Employees to work off-the-clock; requiring, suffering or permitting Plaintiff and Aggrieved Employees 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 Aggrieved Employees; failing to properly maintain Plaintiff and Aggrieved Employees' employment records including by falsifying hours worked and wages earned; failing to provide accurate itemized statements to Plaintiff and Aggrieved Employees for each pay period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Aggrieved Employees 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 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law, all to Plaintiff's and Aggrieved Employees' respective detriments in amounts according to proof at trial.

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

23. As a result, Plaintiff and Aggrieved Employees are entitled to recover from Defendants the unpaid balance of overtime wages as damages, restitution, interest, statutory penalties, injunctive relief,

1 attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other remedial
2 Labor Code provisions and California laws, including, or in the alternative, contract damages and related
3 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
4 dealing for failing to pay for all hours worked and wages earned, including overtime wages.

5 **Third Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Provide**
6 **Meal Periods and to Pay Wages in Lieu Thereof)**

7 **(IWC Wage Order § 11 and Lab. Code §§ 226.7, 512, 1197, and 1198)**

8 **(Against all DEFENDANTS)**

9 24. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any
10 paragraph of this complaint, consistent with this cause of action.

11 25. Pursuant to IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, and
12 other California laws, California has required employers employing a person for a work period of more
13 than five (5) hours to provide a meal period of not less than 30 minutes, except when a work period of not
14 more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent
15 of the employer and the employee. California has also required employers employing a person for a work
16 period of more than ten (10) hours per day to provide the employee with a second meal period of not less
17 than 30 minutes, except if the total hours worked is no more than 12 hours, then the second meal period
18 may be waived by mutual consent of the employer and the employee only if the first meal period was not
19 waived. California has also required that unless an employee is relieved of all duty during a 30-minute
20 meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.
21 Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable
22 provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of
23 pay at the employee's regular rate of compensation for each workday a meal period is not provided.

24 26. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
25 employees who are and were entitled to the protections of IWC Wage Order § 11 and Labor Code §§
26 226.7, 512, 1197, and 1198, including identical or substantially similar entitlements and protections
27 pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§
28 222 and 223, and other California laws.

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

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

25 29. As a result, Plaintiff and Aggrieved Employees are entitled to recover from Defendants the
26 unpaid balance of meal period premium wages as damages, restitution, interest, statutory penalties,
27 injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1,
28 or other remedial Labor Code provisions and California laws, including, or in the alternative, contract

1 damages and related remedies for Defendants' breach of contract and breach of the implied covenant of
2 good faith and fair dealing for failing to provide meal periods and for failing to pay meal period premium
3 wages in lieu thereof.

4 **Fourth Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Provide**
5 **Rest Periods and to Pay Wages in Lieu Thereof)**
6 **(IWC Wage Order § 12 and Lab. Code §§ 226.7, 1197, and 1198)**
7 **(Against all DEFENDANTS)**

8 30. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any
9 paragraph of this complaint, consistent with this cause of action.

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

20 32. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
21 employees who are and were entitled to the protections of IWC Wage Order § 12 and Labor Code §§
22 226.7, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant
23 to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and
24 223, and other California laws.

25 33. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
26 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Aggrieved
27 Employees rest periods and to pay one (1) additional hour of compensation at Plaintiff and Aggrieved
28 Employees' regular hourly rates of compensation for each workday that a rest period was not provided

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

18 34. Defendants have knowingly and willfully refused to perform their obligations to provide
19 Plaintiff and Aggrieved Employees rest periods and to pay all wages in lieu thereof in violation of IWC
20 Wage Order § 12 and Labor Code §§ 226.7, 1197, and 1198, including identical or substantially similar
21 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
22 protections of Labor Code §§ 222 and 223, and other California laws.

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

wages in lieu thereof.

**Fifth Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Indemnify
Necessary Expenditures or Losses)
(IWC Wage Order § 9 and Lab. Code §§ 1198 and 2802(a))
(Against all DEFENDANTS)**

36. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

37. 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.

38. Plaintiff and Aggrieved Employees 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 the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

39. 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 Aggrieved Employees for necessary expenditures and losses, as alleged herein, and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, substantial losses related to the use and enjoyment of such unreimbursed amounts, lost interest on such unreimbursed amounts, and expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law, all to Plaintiff's and Aggrieved Employees' respective detriments in amounts according to proof at trial.

40. Defendants have knowingly and willfully refused to perform their obligations to indemnify

1 and reimburse Plaintiff and Aggrieved Employees for all necessary expenditures in violation of IWC
2 Wage Order § 9 and Labor Code §§ 1198 and 2802(a), including identical or substantially similar
3 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
4 protections of Labor Code §§ 222 and 223, and other California laws.

5 41. As a result, Plaintiff and Aggrieved Employees are entitled to recover from Defendants the
6 unreimbursed amounts Defendants owe them, plus interest, penalties, attorneys' fees, expenses, and costs
7 of suit to pursuant to Labor Code §§ 2802(b), 2802(c), and 2802(d), or other remedial Labor Code
8 provisions and California laws, including, or in the alternative, contract damages and related remedies for
9 Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing
10 to indemnify for necessary expenditures and losses.

11 **Sixth Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Provide**
12 **Accurate Itemized Wage Statements and Accurate Records)**
13 **(IWC Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), 1174(d), 1198, and 1198.5)**
14 **(Against all DEFENDANTS)**

15 42. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any
16 paragraph of this complaint, consistent with this cause of action.

17 43. Pursuant to IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 1174(d), 1198,
18 and 1198.5, and other California laws, California has required employers to maintain accurate payroll
19 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
20 earned by and any applicable piece rate paid to, employees employed at their respective plants or
21 establishments, and at minimum semimonthly or at the time of each payment of wages furnish each of its
22 employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
23 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of
25 the period for which the employee is paid, (7) the name of the employee and only the last four digits of
26 his or her social security number or an employee identification number other than a social security number,
27 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in
28 effect during the pay period and the corresponding number of hours worked at each hourly rate by the

1 employee. California law states an employee is deemed to suffer injury for purposes of this subdivision if
2 the employer fails to provide accurate and complete information as required by any one (1) of the
3 foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the
4 wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during
5 the pay period or any of the other information required to be provided on the itemized wage statement
6 pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

7 44. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
8 employees who are and were entitled to the protections of IWC Wage Order § 7 and Labor Code §§ 226(a),
9 226(e)(2)(B), 1174(d), and 1198, including identical or substantially similar entitlements and protections
10 pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§
11 222 and 223, and other California laws.

12 45. During the applicable statutory period, as part of Defendants' illegal recordkeeping and
13 wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees
14 of their entitlements to timely and accurate itemized wage statements in writing showing each employee's
15 gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece
16 rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive
17 dates of the period for which the employee is paid, the name of the employee and only the last four digits
18 of his or her social security number or employee identification number, the name and address of the legal
19 entity or entities employing Plaintiff and Aggrieved Employees, and all applicable hourly rates in effect
20 during each pay period and the corresponding number of hours worked at each hourly rate as required
21 under California law. Defendants have also failed to maintain and to permit inspection of records of
22 Plaintiff and Aggrieved Employees work including their personnel files as required under the foregoing
23 provisions of the IWC Wage Order and Labor Code, which, as a direct and proximate result, has caused
24 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury because they could not
25 promptly and easily determine from the wage statement alone, and without reference to other documents
26 or information, accurate information they were entitled to, and because they have incurred expenses and
27 attorneys' fees in seeking to compel Defendants to perform their obligations under state law, all to
28 Plaintiff's and Aggrieved Employees' respective detriments in amounts according to proof at trial.

46. Defendants have knowingly and willfully refused to perform their obligations to provide Plaintiff and Aggrieved Employees with timely and accurate wage statements during employment and to maintain and to permit inspection of records of accurate payroll records showing the hours worked daily and the wages earned by Plaintiff and Aggrieved Employees in violation of IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 1174(d), 1198, and 1198.5, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

47. As a result, Plaintiff and Aggrieved Employees are entitled to recover from Defendants the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and are entitled to an award of costs and reasonable attorney's fees pursuant to Labor Code §§ 226(e)(1) and 226(h), or other remedial 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 Accurate Itemized Wage Statements and Accurate Records.

**Seventh Set of Underlying Causes of Action Giving Rise to PAGA Remedies (Failure to Pay
Wages Due at Discharge or Quitting)
(Lab. Code §§ 201(a), 201.3, 202, 203, 1197, and 1198)
(Against all DEFENDANTS)**

48. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

49. Pursuant to Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, and other California laws, California has required employers to pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employer must pay the employee his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the

1 wages shall not continue for more than 30 days. California has also required that if a temporary services
2 employer assigns an employee to work for a client, then that employee's wages are due and payable no
3 less frequently than weekly, regardless of when the assignment ends, and wages for work performed
4 during any calendar week shall be due and payable not later than the regular payday of the following
5 calendar week unless the employee works for a client on a day-to-day basis while assembling and reporting
6 back to the temporary services employer's location or unless the employee is assigned to work for a client
7 engaged in a trade dispute, in which cases, that employee's wages are due and payable at the end of each
8 day, regardless of when the assignment ends.

9 50. Plaintiff and Aggrieved Employees are Defendants' current and former non-exempt
10 employees who are and were entitled to the protections of Labor Code §§ 201(a), 201.3, 202, 203, 1197,
11 and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or
12 more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
13 California laws.

14 51. During the applicable statutory period, as part of Defendants' illegal wage payment policies
15 and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of all timely wage
16 payments due to discharged and quitting employees by either failing to compensate Plaintiff and
17 Aggrieved Employees all earned and unpaid wages immediately at the time of discharge as required under
18 Labor Code § 201 or by failing to pay earned and unpaid wages no later than 72 hours after the employee
19 quit his or her employment, unless the employee provided 72 hours previous notice of his or her intention
20 to quit, in which case Defendants should have paid but failed to pay the employee his or wages at the time
21 of quitting as required under Labor Code § 202, which, in all cases, included deprivations of all wages
22 Plaintiff and Aggrieved Employees earned and that are still due and owed to them, and by failing to pay
23 Plaintiff and Aggrieved Employees waiting time penalties in the form of payments to the employee at the
24 same rate for up to 30 workdays as required under Labor Code § 203, which, as a direct and proximate
25 result, has caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, substantial losses
26 related to the use and enjoyment of such unpaid amounts, lost interest on such unpaid amounts, and
27 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law,
28 all to Plaintiff's and Aggrieved Employees' respective detriments in amounts according to proof at trial.

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

53. As a result, Plaintiff and Aggrieved Employees are entitled to recover from Defendants statutory penalties in the amount of wages for each day they were not paid their final wages earned and due, at their regular hourly rates of pay, up to 30 days maximum pursuant to Labor Code § 203 and the unpaid balance of all wages owed 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 remedial 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 timely pay all wages at discharge or quitting.

FIRST CAUSE OF ACTION

Private Attorneys General Act Remedies for Violations of the Labor Code

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

(Against all DEFENDANTS)

54. Plaintiff incorporates and re-allege as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

55. Pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, also known as PAGA, California has stated 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 §§ 2699² and 2699.3.

² Labor Code § 2699(a), provides: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 56. Pursuant to Labor Code § 2699.3(a)(1)(A), and as shown in Plaintiff's 10/05/23 PAGA
2 Notice in LWDA Case No. LWDA-CM-985847-23, Plaintiff has provided or intends on providing written
3 notice by online filing with the LWDA and by certified mail to Defendants, the specific provisions of the
4 IWC Wage Orders and Labor Code Plaintiff alleges Defendants have violated along with the facts and
5 theories supporting the alleged violations. Pursuant to Labor Code § 2699.3(a)(1)(A), Plaintiff's notice to
6 the LWDA was or will be accompanied by Plaintiff's payment of a \$75.00 filing fee.

7 57. In Plaintiff's notice to the LWDA and to Defendants, or some of them, Plaintiff alleged or
8 intend on alleging Defendants violated the following provisions of the IWC Wage Orders and Labor Code
9 along with the facts and theories supporting the alleged violations:

10 57.1. Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

11 57.2. Labor Code § 201.3 (Failure to Timely Pay All Wages Due as a Temporary Services
12 Employer)

13 57.3. Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or
14 Within 72 Hours Thereof)

15 57.4. Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty
16 Up to 30 Days After Discharge or Quitting)

17 57.5. Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

18 57.6. Labor Code § 221 (Failure to Pay All Wages via Collection or Receipt of Wages
19 Theretofore Paid)

20 57.7. Labor Code § 222 (Failure to Pay All Wages Agreed upon Through Collective
21 Bargaining)

22 57.8. Labor Code § 223 (Failure to Pay All Wages Required Under Statute or Contract)

23 57.9. Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to
24 Maintain and Timely Provide Accurate Employment Records)

25 57.10. Labor Code § 226.7 (Failure to Pay All Meal Period and Rest Period Wages)

26
27 _____
28 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
employees, for a violation of this 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 Section 2699.3."

57.11. Labor Code § 227.3 (Failure to Pay Vested Vacation Time Wages)

57.12. Labor Code § 246 (Failure to Pay All Sick Day Wages)

57.13. Labor Code § 510 (Failure to Pay All Overtime Wages)

57.14. Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

57.15. Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California)

57.16. Labor Code § 1197 (Failure to Pay All Minimum Wages)

57.17. Labor Code § 1198 (Employment Under Conditions of Labor Prohibited by the Relevant IWC Wage Orders)

57.18. Labor Code § 1198.5 (Failure to Provide Right to Inspect or Receive a Copy of Personnel Records)

57.19. Labor Code § 2802 (Failure to Indemnify Employees)

58. Because the LWDA has not provided Plaintiff with notice of its intent to investigate the alleged violations in the 65 calendar days that have lapsed, Plaintiff have complied with all the requirements set forth in Labor Code § 2699.3 to commence a representative action against Defendants on behalf of the State of California with respect to Plaintiff and other aggrieved employees of Defendants. Plaintiff is, hence, an “aggrieved employee” within the meaning of Labor Code § 2699(c) because Defendants employed Plaintiff and Plaintiff is a person against whom one (1) or more of the alleged violations of the IWC Wage Orders and Labor Code, either specified in the preceding paragraphs of this complaint or in Plaintiff’s written notice, was committed, and proper representatives to brings a civil action on behalf of Plaintiff and other current and former employees of Defendants pursuant to the procedures specified in Labor Code § 2699.3.

59. During the applicable statutory period, as part of Defendants’ illegal wage payment policies and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of the minimum wages for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Aggrieved Employees to 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 as alleged herein.

60. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Aggrieved Employees with no less than the minimum wages for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Aggrieved Employees to 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 as alleged herein including as a result of Defendants' violations of Labor Code §§ 201, 201.3, 202, 203, 204, 221, 222, 223, 226, 226(a), 226.7, 227.3, 246, 510, 512, 1174(d), 1182.11, 1197, 1198, 1198.5, and 2802.

61. As a result, pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, applicable IWC Wage Order and Labor Code provisions, and other California laws Plaintiff brings a cause of action to recover an award of civil penalties authorized by Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 1198.5(k), 2699(a) and (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California law including as follows.

61.1. Pursuant to Labor Code § 210, for Defendants' violations of IWC Wage Order § 4 and Labor Code §§ 201.3 and 204, Plaintiff seeks an award and Defendants' payment of civil penalties "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 50 percent of the amount unlawfully withheld."

61.2. Pursuant to Labor Code § 225.5, for Defendants' violations of Labor Code §§ 221, 222, or 223, Plaintiff seeks an award and Defendants' payment of civil penalties "[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 50 percent of the amount unlawfully withheld."

61.3. Pursuant to Labor Code § 226.3, for Defendants' violations of IWC Wage Orders and Labor Code § 226(a), Plaintiff seeks an award and Defendants' payment of civil penalties "in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

1 61.4. Pursuant to Labor Code § 248.5, for Defendants’ violations of IWC Wage Orders
2 and Labor Code § 246, Plaintiff seeks an award and Defendants’ payment of civil penalties “for each day
3 or portion thereof that the violation occurred or continued . . . the dollar amount of paid regular hourly
4 rates days withheld from the employee multiplied by three; or two hundred fifty dollars (\$250), whichever
5 amount is greater.”

6 61.5. Pursuant to Labor Code § 558(a), for Defendants’ violations of IWC Wage Orders
7 §§ 3, 11, and 12, and Labor Code §§ 226.7, 510, and 512, Plaintiff seeks an award and Defendants’
8 payment of civil penalties “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for
9 each pay period for which the employee was underpaid” and “[f]or each subsequent violation, one hundred
10 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
11 addition to an amount sufficient to recover underpaid wages.”

12 61.6. Pursuant to Labor Code § 1174.5, for Defendants’ violations of Labor Code §
13 1174(d), Plaintiff seeks an award and Defendants’ payment of civil penalties “of five hundred dollars
14 (\$500).”

15 61.7. Pursuant to Labor Code § 1197.1, for Defendants’ violations of IWC Wage Order
16 § 4 and Labor Code §§ 1182.11 and 1197, Plaintiff seeks an award and Defendants’ payment of civil
17 penalties “[f]or any initial violation that is intentionally committed, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee is underpaid” and “[f]or each subsequent
19 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for
20 each pay period for which the employee is underpaid regardless of whether the initial violation is
21 intentionally committed.”

22 61.8. Pursuant to Labor Code § 1198.5(k), for Defendants’ violations of Labor Code §
23 1198.5 and its subdivisions, Plaintiff seeks an award and Defendants’ payment of civil penalties “of seven
24 hundred fifty dollars (\$750)[.]”

25 61.9. In the alternative, pursuant to Labor Code § 2699(f), for Defendants’ violations of
26 the IWC Wage Order and Labor Code provisions alleged herein, Plaintiff seeks an award and Defendants’
27 payment of civil penalties of “one hundred dollars (\$100) for each aggrieved employee per pay period for
28 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation.”

PRAYER FOR RELIEF

Plaintiff on behalf of the State of California with respect to aggrieved employees respectfully prays for relief against Defendants, and each of them, as follows:

62. For all civil penalties and other recoveries according to proof including, but not limited to, the amount of all civil penalties or other amounts authorized by Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 1198.5(k), 2699(a) and (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California law in an amount to be ascertained at trial for unpaid minimum wage including regular rate compensation, unpaid overtime wage compensation, unpaid meal period and rest period premium wages, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to furnish accurate itemized wage statements, and failure to pay all wages due to discharged and quitting employees as alleged herein;

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

64. For an accounting of all monies due to Plaintiff and Aggrieved Employees arising from Defendants’ unfair and unlawful business practices;

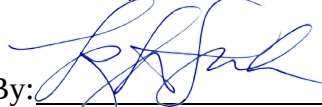
65. For preliminary and permanent injunctive relief enjoining Defendants from further violating the relevant provisions of the IWC Wage Orders and Labor Code cited, and from engaging in the unlawful business practices and unfair competition complained of herein; and

66. For such further relief the Court deems just and proper.

DATED: January 12, 2024

Respectfully Submitted,

LOYR, APC

By: 

YOUNG W. RYU
ZACHARIAH E. MOURA
ROY K. SUH
KEE SEOK MAH
HARLEY M. PHLEGER

Attorneys for Plaintiff MANUEL PÉREZ
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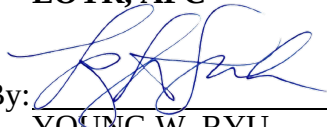
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable as a matter of right by jury.

DATED: January 12, 2024

Respectfully Submitted,

LOYR, APC

By: 

YOUNG W. RYU
ZACHARIAH E. MOURA
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