

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

*vedang@tomorrowlaw.com*

Megan Lazar (SBN 315007)

*megan@tomorrowlaw.com*

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, REBECCA ARNETT

on behalf of herself and all others similarly situated, and aggrieved,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

REBECCA ARNETT, an individual and on  
behalf of all others similarly situated, and  
aggrieved

Plaintiff,

v.

TRADITIONS HEALTH LLC, a Delaware  
limited liability company; MARY  
BRACKETT, an individual; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: CVRI2305219

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT FOR:**

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

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**DEMAND FOR JURY TRIAL**

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff REBECCA ARNETT (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

## **GENERAL ALLEGATIONS**

### **INTRODUCTION**

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against TRADITIONS HEALTH LLC and any of their respective subsidiaries or affiliated companies within the State of California (“Traditions Health”); and MARY BRACKETT (“Brackett” and collectively, with Traditions Health and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

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

### **PARTIES**

#### **A. Plaintiff**

3. Plaintiff Rebecca Arnett is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, caring for patients. Plaintiff is informed and believes and based thereon alleges that Plaintiff worked for Defendants from approximately August of 2022 through the present.

#### **B. Defendants**

4. Plaintiff is informed and believes and based thereon alleges that defendant Traditions Health is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Riverside, State of California. At all relevant times herein, Traditions Health employed Plaintiff and similarly situated employees within the State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant Brackett is, and at all times relevant hereto was, an individual residing in California, as well as the Business Office Manager of Traditions Health, and DOES 1 through 100, as further defined below.

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

## JOINT LIABILITY ALLEGATIONS

7. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

8. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate  
2 employers, and the officers and management-level employees of said corporate employers. In  
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of  
4 their said employees, agents, and representatives, and each of them; and upon completion of the  
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant  
6 corporations respectively and collectively ratified, accepted the benefits of, condoned, lauded,  
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the  
8 aforementioned corporate employees, agents and representatives.

9 9. Plaintiff is further informed and believes and based thereon alleges that Brackett  
10 violated, or caused to be violated, the above-referenced and below-referenced Labor Code  
11 provisions in violation of Labor Code section 558.1.

12 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
13 thereon alleges that Defendants, and each of them, are joint employers.

#### 14 **JURISDICTION**

15 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code  
16 of Civil Procedure section 410.10.

17 12. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure  
18 sections 392, et seq. because, among other things, Riverside County is where the causes of action  
19 complained of herein arose; the county in which the employment relationship began; the county in  
20 which performance of the employment contract, or part of it, between Plaintiff, or some of them,  
21 and Defendants was due to be performed; the county in which the employment contract, or part of  
22 it, between Plaintiff, or some of them, and Defendants was actually performed; and the county in  
23 which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct  
24 effect on Plaintiff and Class Members in Riverside County, and because Defendants employ  
25 numerous Class Members in Riverside County.

26 13. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by  
27 Defendants during the applicable statutory period and suffered one or more of the Labor Code  
28 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil

1 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code  
2 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus  
3 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former  
4 employees of Defendants during the Civil Penalty Period.

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

9 15. During the period beginning one (1) year preceding the provision of notice to the  
10 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),  
11 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,  
12 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,  
13 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

18 17. On or around October 2, 2023, Plaintiff provided written notice pursuant to Labor  
19 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’  
20 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,  
21 as well as by certified mail, with return receipt requested to Defendants, and each of them.

22 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not  
23 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)  
24 calendar days of the October 2, 2023, postmarked date of the herein-described notice sent by  
25 Plaintiff to the LWDA and Defendants.

26 19. On or around October 2, 2023, Plaintiff filed a class action complaint alleging a  
27 number of putative wage and hour claims including: (1) failure to pay overtime wages; (2) failure  
28 to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)

1 waiting time penalties; (6) wage statement violations; (7) violation of labor code § 2802; (8)  
2 violation of labor code § 227.3; and (9) engaged in unfair competition (the “Class Action  
3 Complaint”).

4 20. On or around December 11, 2023, Plaintiff filed a separate representative complaint  
5 in Los Angeles County Superior Court, alleging a single cause of action for civil penalties pursuant  
6 to PAGA for various alleged Labor Code violations specified in the PAGA Notice (the “PAGA  
7 Complaint”).

8 21. The Parties have agreed to stipulate to Plaintiff’s filing a First Amended Complaint  
9 alleging against Defendants the same causes of action identified above, plus a cause of action for  
10 PAGA penalties. Hence, this First Amended Complaint, which will be the operative complaint in  
11 the Action (the “Operative Complaint”).

12 **FACTUAL BACKGROUND**

13 22. For at least four (4) years prior to the filing of this action and continuing to the  
14 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or  
15 some of them, in violation of California state wage and hour laws as a result of, without limitation,  
16 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and  
17 seven consecutive work days in a work week without being properly compensated for hours worked  
18 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours  
19 worked on the seventh consecutive work day in a work week by, among other things, failing to  
20 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the  
21 detriment of Plaintiff and Class Members.

22 23. For at least four (4) years prior to the filing of this Action and continuing to the  
23 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,  
24 or some of them, in violation of California state wage and hour laws as a result of, among other  
25 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular  
26 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

27 24. For at least four (4) years prior to the filing of this Action and continuing to the  
28 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,

1 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than  
2 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on  
3 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation  
4 for such unprovided meal periods as required by California wage and hour laws.

5 25. For at least four (4) years prior to the filing of this action and continuing to the  
6 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or  
7 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major  
8 fraction thereof and failed to provide compensation for such unprovided rest periods as required by  
9 California wage and hour laws.

10 26. For at least three (3) years prior to the filing of this action and continuing to the  
11 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the  
12 full amount of their wages owed to them upon termination and/or resignation as required by Labor  
13 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,  
14 minimum wages, for withholding wages, premium wages, and vacation pay pursuant to Labor Code  
15 section 227.3.

16 27. For at least one (1) year prior to the filing of this Action and continuing to the present,  
17 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with  
18 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages  
19 earned; all applicable hourly rates in effect during the pay period and the corresponding number of  
20 hours worked at each hourly rate; the name and address of the legal entity that is the employer; the  
21 total hours of compensable rest and recovery periods; the total hours of nonproductive time, and  
22 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,  
23 Defendants have further failed to furnish employees with an accurate calculation of gross and gross  
24 wages earned, as well as gross and net wages paid.

25 28. For at least one (1) year prior to the filing of this action and continuing to the present,  
26 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full  
27 amount of their wages for labor performed in a timely fashion as required under Labor Code section  
28 204.

1       29.       For at least three (3) years prior to the filing of this action and continuing to the  
2 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the  
3 costs incurred in using cellular phones, laundry of uniform, medical tools, for work-related purposes  
4 necessary to perform work duties.

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

9       31.       For at least four (4) years prior to the filing of this action and continuing to the  
10 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated  
11 employees or former employees within the State of California with the rights provided to them under  
12 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

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

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

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

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

1 employees worked, as required by California wage and hour laws.

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

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

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

25 38. At all relevant times mentioned herein, Defendants had and have a policy or practice  
26 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages  
27 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime  
28 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor

1 Code sections 201, 202, and 203.

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

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

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

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

27 43. At all relevant times mentioned herein, Defendants have had a policy or practice of  
28 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code

1 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of  
2 any calendar month shall be paid for between the 16th and 26th day of the month during which the  
3 labor was performed, and labor performed between the 16th and the last day, inclusive of any  
4 calendar month, shall be paid for between the 1st and 10th day of the following month.”

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

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

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

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

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

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

## **CLASS ACTION ALLEGATIONS**

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

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

52. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community

1 of interest in the litigation and the proposed Class is easily ascertainable.

2           **A.     Numerosity**

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

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

11           **B.     Commonality**

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

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

- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code  
2 section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing  
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to pay Class Members in a timely fashion as required under  
6 Labor Code section 204?
- 7 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or  
8 losses incurred in direct consequence of the discharge of their duties or by obedience  
9 to the directions of Defendants as required under Labor Code section 2802?
- 10 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code  
11 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 12 M. Are Class Members entitled to restitution of wages under Business and Professions  
13 Code section 17203?
- 14 N. Did Defendants violate Labor Code section 227.3 by not providing Class Members  
15 with compensation at their final rate of pay for vested paid vacation time.
- 16 O. Are Class Members entitled to costs and attorneys' fees?
- 17 P. Are Class Members entitled to interest?

18 **C. Typicality**

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

24 **D. Adequacy of Representation**

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

28 **E. Superiority of Class Action**

58. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

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

### FIRST CAUSE OF ACTION

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

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

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

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

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

64. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more

1 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)  
2 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a  
3 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours  
4 actually worked at the proper overtime rate of pay to the detriment of Employee and other aggrieved  
5 employees, to the detriment of Plaintiff and Class Members.

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

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

15  
16 **SECOND CAUSE OF ACTION**

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

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

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

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

25 70. For four (4) years prior to the filing of the Complaint in this Action through the  
26 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at  
27 their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class  
28 Members.

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

72. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

### THIRD CAUSE OF ACTION

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

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

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

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

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

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

1 provided compliant meal periods.

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

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

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

#### 13 **FOURTH CAUSE OF ACTION**

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

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

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

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

26 84. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee  
27 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare  
28 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's

1 regular rate of compensation for each work day that the rest period is not provided.

2 85. For four (4) years prior to the filing of the Complaint in this Action through the  
3 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,  
4 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction  
5 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class  
6 Member's regular rate of compensation on the occasions that Class Members were not authorized  
7 or permitted to take compliant rest periods.

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

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

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

19 **FIFTH CAUSE OF ACTION**

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

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

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

26 91. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were  
27 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.  
28 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to

1 discharge immediately upon termination. Class Members who resigned were entitled to payment  
2 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation  
3 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and  
4 unpaid at the time of resignation.

5 92. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)  
6 years before the filing of the Complaint in this Action through the present, Defendants, due to the  
7 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class  
8 Members all wages earned prior to resignation or termination in accordance with Labor Code  
9 sections 201 or 202.

10 93. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and  
11 Class Members all wages earned prior to termination or resignation in accordance with Labor Code  
12 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff  
13 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,  
14 but intentionally adopted policies or practices incompatible with the requirements of Labor Code  
15 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination  
16 or resignation.

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

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

23 96. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections  
24 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover  
25 waiting time penalties, interest, and their costs of suit, as well.

26 **SIXTH CAUSE OF ACTION**

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

28 97. Plaintiff realleges and incorporates by reference all of the allegations contained in

1 the preceding paragraphs as though fully set forth hereat.

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

4 99. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members  
5 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized  
6 statement that accurately reflects, among other things, gross wages earned; total hours worked; net  
7 wages earned; all applicable hourly rates in effect during the pay period and the corresponding  
8 number of hours worked at each hourly rate; and the name and address of the legal entity that is the  
9 employer, among other things.

10 100. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year  
11 before the filing of the Complaint in this Action through the present, Defendants failed to comply  
12 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their  
13 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that  
14 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;  
15 all applicable hourly rates in effect during the pay period and the corresponding number of hours  
16 worked at each hourly rate; the name and address of the legal entity that is the employer, among  
17 other things.

18 101. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate  
19 wage statements was knowing, intentional, and willful. Defendants had the ability to provide  
20 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully  
21 provided wage statements that Defendants knew were not accurate.

22 102. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
23 suffered injury. The absence of accurate information on Class Members' wage statements at times  
24 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and  
25 mathematical computations to determine the amount of wages owed; causes difficulty and expense  
26 in attempting to reconstruct time and pay records; and led to submission of inaccurate information  
27 about wages and amounts deducted from wages to state and federal governmental agencies, among  
28 other things.

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

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

## SEVENTH CAUSE OF ACTION

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

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

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

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

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

109. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants employed policies

1 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with  
2 Labor Code section 204.

3 110. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to  
4 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one  
5 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)  
6 for each subsequent violation in connection with each payment that was made in violation of Labor  
7 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

8 111. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and  
9 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,  
10 interest, and their costs of suit, as well.

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of Labor Code § 2802 – Against All Defendants)**

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

15 113. At all relevant times, Plaintiff and Class Members were employees or former  
16 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

17 114. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify  
18 his or her employee for all necessary expenditures or losses incurred by the employee in direct  
19 consequence of the discharge of his or her duties . . .”

20 115. For three (3) years prior to the filing of the Complaint in this Action through the  
21 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,  
22 necessary expenditures or losses in direct consequence of the discharge of their duties or at the  
23 obedience to the directions of Defendants that included, without limitation: laundering mandatory  
24 work uniforms; using cellular phones for work-related purposes; and purchasing tools necessary to  
25 perform work duties.

26 116. During that time period, Plaintiff is informed and believes, and based thereon alleges  
27 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and  
28 Class Members for those losses and/or expenditures.

1 117. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
2 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the  
3 herein-described losses and/or expenditures.

4 118. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and  
5 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover  
6 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and  
7 costs of suit.

8 **NINTH CAUSE OF ACTION**

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

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

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

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

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

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

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

### TENTH CAUSE OF ACTION

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

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

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

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

128. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

1 129. Plaintiff and Class Members are entitled to costs of suit under Code of Civil  
2 Procedure section 1032 and interest under Civil Code section 3287.

3 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

13 132. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated  
14 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
15 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,  
16 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any  
17 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For  
18 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
19 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

20 133. At all relevant times herein, Defendants have had a consistent policy or practice of  
21 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as  
22 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other  
23 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor  
24 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for  
25 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee  
26 for each subsequent violation in connection with each payment that was made in violation of Labor  
27 Code section 204.

28 **Civil Penalties Under Labor Code § 226.3**

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

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

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

16       137.       Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
17 and have a policy or practice of failing to furnish non-exempt employees, including, without  
18 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total  
19 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the  
20 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal  
21 name of the employer and/or the name and address of the legal entity securing the employer's  
22 services if the employer is a farm labor contractor; and other such information as required by Labor  
23 Code section 226, subdivision (a).

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

1 Violation of Labor Code § 558

2 139. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person  
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating  
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil  
5 penalty as follows:

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

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

12 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

13 140. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and  
14 each of them, violated, or caused to be violated, the Labor Code sections described herein, including  
15 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime  
16 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the  
17 regular payday designated by employer, the name of the employer, including any “doing business  
18 as” names used, the name, address, and telephone number of the workers’ compensation insurance  
19 carrier, information regarding paid sick leave, and other pertinent information.

20 141. As a direct and proximate result of the herein-described Labor Code violations,  
21 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover  
22 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars  
23 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars  
24 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

25 Violation of Labor Code § 1174.5

26 142. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required  
27 every person employing labor in California to “[a]llow any member of the commission or the  
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are  
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,  
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,  
4 or papers of the person.”

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

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

17 145. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully  
18 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate  
19 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any  
20 member of the commission or employees of the division to inspect records pursuant to subdivision  
21 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

22 146. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
23 willfully failed to keep adequate or accurate time records including wage statements and similar  
24 payroll documents under Labor Code section 226, documents signed to obtain or hold employment  
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records  
26 under Labor Code section 1174.

27 147. As a direct and proximate result of the herein-described Labor Code violations,  
28 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five  
2 hundred dollars (\$500) per violation per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

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

- 10 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)  
11 for each underpaid employee for each pay period for which the employee is  
12 underpaid. This amount shall be in addition to an amount sufficient to recover  
13 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable  
14 penalties imposed pursuant to Section 203.
- 15 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars  
16 (\$250) for each underpaid employee for each pay period for which the employee is  
17 underpaid regardless of whether the initial violation is intentionally committed. This  
18 amount shall be in addition to an amount sufficient to recover underpaid wages,  
19 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed  
20 pursuant to Section 203.
- 21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to  
22 Section 203, recovered pursuant to this section shall be paid to the affected  
23 employee."

24 149. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused  
25 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without  
26 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all  
27 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to  
28 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of

1 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at  
2 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,  
3 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

4 150. As a direct and proximate result of the herein-described Labor Code violations,  
5 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to  
6 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one  
7 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and  
8 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each  
9 subsequent violation.

10 Civil Penalties Under Labor Code § 2699

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

17 152. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor  
18 Code except those for which a civil penalty is specifically provided, the established civil penalty for  
19 a violation of those provisions is as follows: if, at the time of the alleged violation, the person  
20 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved  
21 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved  
22 employee per pay period for each subsequent violation.

23 153. Plaintiff is informed and believes, and based thereon alleges that Defendants, and  
24 each of them, violated the Labor Code sections described herein, including, without limitation, for  
25 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,  
26 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the  
27 name of the employer, including "doing business as" names used, the name, address, and telephone  
28 number of the workers' compensation insurance carrier, information regarding paid sick leave, and

1 other pertinent information required to be disclosed by Defendants under Labor Code section  
2 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick  
3 leave required to be provided pursuant to California and local laws.

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

7 **DEMAND FOR JURY TRIAL**

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

9 **PRAYER**

10 WHEREFORE, on behalf of herself, Class Members and Aggrieved Employees, Plaintiff  
11 prays for judgment against Defendants as follows:

- 12 A. An order certifying this case as a Class Action;
- 13 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's  
14 counsel as class counsel;
- 15 C. Damages for all wages earned and owed, including minimum and overtime wages  
16 and unpaid wages for vested vacation time under Labor Code sections 510, 558.1  
17 1194, 1197, 1199 and 277.3;
- 18 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 19 E. Damages for unpaid premium wages from missed meal and rest periods under,  
20 among other Labor Code sections, 512 and 226.7;
- 21 F. Penalties for inaccurate wage statements under Labor Code sections 226,  
22 subdivision (e);
- 23 G. Waiting time penalties under Labor Code sections 203;
- 24 H. Penalties to timely pay wages under Labor Code section 210;
- 25 I. Damages under Labor Code sections 2802;
- 26 J. Preliminary and permanent injunctions prohibiting Defendants from further  
27 violating the California Labor Code and requiring the establishment of appropriate  
28 and effective means to prevent future violations;

- 1 K. Restitution of wages and benefits due which were acquired by means of any unfair  
2 business practice, according to proof;
- 3 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,  
4 1174.5, 1197.1, and 2699;
- 5 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections  
6 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 7 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 8 O. For attorneys' fees in prosecuting this action;
- 9 P. For costs of suit incurred herein; and
- 10 Q. For such other and further relief as the Court deems just and proper.

11 Dated: April 25, 2025

BIBIYAN LAW GROUP, P.C.

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13

BY: /s/ Megan Lazar

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MEGAN LAZAR

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Attorney for Plaintiff REBECCA ARNETT an  
individual and on behalf of all others similarly situated,  
and aggrieved

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

**SEYFARTH SHAW LLP**  
Jonathan L. Brophy (SBN 245223)  
jbrophy@seyfarth.com  
Michael Afar (SBN 298990)  
mafar@seyfarth.com  
Ashley D. Stein (SBN 305094)  
astein@seyfarth.com  
David J. Kim (SBN 349802)  
dakim@seyfarth.com  
2029 Century Park East, Suite 3500  
Los Angeles, California 90067-3021  
Telephone: (310) 277-7200  
Facsimile: (310) 201-5219

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

/s/ Araceli Marquez  
Araceli Marquez