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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAYLA HAKIMI, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

MARINE LAWYER, PBC a Delaware
corporation; MIKE NATHENSHON, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV29268

**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. UNFAIR COMPETITION; AND
10. 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.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff Kayla Hakimi, on behalf of Plaintiff and all others similarly situated, and as an
2 aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private
3 Attorneys' General Act of 2004, alleges as follows:

4 **GENERAL ALLEGATIONS**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
7 Marine Layer, PBC, and any of its respective subsidiaries or affiliated companies within the State
8 of California ("Marine"); and Mike Natenshon ("Natenshon" and collectively, with Marine and
9 DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff and all other
10 current and former non-exempt California employees employed by or formerly employed by
11 Defendants ("Class Members").

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Marine Layer,
14 PBC, and any of its respective subsidiaries or affiliated companies within the State of California
15 ("Marine"); and Mike Natenshon ("Natenshon" and collectively, with Marine and DOES 1 through
16 100, as further defined below, "Defendants"), as a proxy of the Labor and Workforce Development
17 Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former
18 non-exempt employees of Defendants working within the Civil Penalty Period, as further defined
19 herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5,
20 Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section
21 245, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of
22 speech on behalf of all employees of Defendants working within the Civil Penalty Period
23 (collectively, "Aggrieved Employees").

24 **PARTIES**

25 **A. Plaintiff**

26 3. Plaintiff Kayla Hakimi is a resident of the State of California. At all relevant times
27 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
28 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, customer

1 service and sales. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff Kayla
2 Hakimi worked for Defendants from approximately July of 2021 through approximately September
3 of 2023.

4 **B. Defendants**

5 4. Plaintiff is informed and believes and based thereon alleges that defendant Marine
6 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
7 the laws of the State of Delaware and doing business in the County of Los Angeles, State of
8 California.

9 5. Plaintiff is informed and believes and based thereon alleges that defendant
10 Natenshon is, and at all times relevant hereto was, an individual residing in California, as well as
11 the Founder of Marine, and DOES 1 through 100, as further defined below. Plaintiff is further
12 informed and believes and based thereon alleges that Natenshon violated, or caused to be violated,
13 the above-referenced and below-referenced Labor Code provisions in violation of Labor Code
14 section 558.1.

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

28 **JOINT LIABILITY ALLEGATIONS**

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

6 8. All of the acts and conduct described herein of each and every corporate defendant
7 was duly authorized, ordered, and directed by the respective and collective defendant corporate
8 employers, and the officers and management-level employees of said corporate employers. In
9 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
10 their said employees, agents, and representatives, and each of them; and upon completion of the
11 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
12 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
13 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
14 aforementioned corporate employees, agents and representatives.

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

18 10. Plaintiff is informed and believes, and based thereon allege, that there exists such a
19 unity of interest and ownership between Defendants, and each of them, that their individuality and
20 separateness have ceased to exist.

21 11. Plaintiff is informed and believes, and based thereon alleges that despite the
22 formation of the purported corporate existence of Marine, and DOES 1 through 50, inclusive (the
23 “Alter Ego Defendants”), they, and each of them, are one and the same with Natenshon and DOES
24 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
25 reasons:

- 26 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
27 Defendants who personally committed the wrongful and illegal acts and violated the
28 laws as set forth in this Complaint, and who has hidden and currently hide behind the

1 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
2 other wrongful or inequitable purpose;

3 B. The Individual Defendants derive actual and significant monetary benefits by and
4 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
5 Defendants as the funding source for the Individual Defendants' own personal
6 expenditures;

7 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
8 and the Alter Ego Defendants, while really one and the same, were segregated to
9 appear as though separate and distinct for purposes of perpetrating a fraud,
10 circumventing a statute, or accomplishing some other wrongful or inequitable
11 purpose;

12 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
13 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
14 mentioned herein were, so mixed and intermingled that the same cannot reasonably
15 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
16 are, and at all relevant times mentioned herein were, used by the Individual
17 Defendants as mere shells and conduits for the conduct of certain of their, and each
18 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
19 herein were, the alter egos of the Individual Defendants;

20 E. The recognition of the separate existence of the Individual Defendants and the Alter
21 Ego Defendants would promote injustice insofar that it would permit defendants to
22 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
23 Code, and other statutory violations. The corporate existence of these defendants
24 should thus be disregarded in equity and for the ends of justice because such
25 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

26 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
27 Defendants (and vice versa), and the fiction of their separate corporate existence
28 must be disregarded;

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

JURISDICTION

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

14. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; and the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Los Angeles County, and because Defendants employ numerous Class Members in Los Angeles County.

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

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

17. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,

1 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

6 19. On or around November 30, 2023, Plaintiff provided written notice pursuant to Labor
7 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
8 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
9 as well as by certified mail, with return receipt requested to Defendants, and each of them.

10 20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the November 30, 2023, postmarked date of the herein-described notice sent by
13 Plaintiff to the LWDA and Defendants.

14 21. On or around November 30, 2023, Plaintiff filed a wage and hour class action
15 in Los Angeles Superior Court, alleging that Defendants violated the labor code for: (1)
16 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal
17 periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation
18 in lieu thereof; (5) failure to pay all wages due upon termination; (6) failure to provide
19 accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to
20 indemnify; and (9) engaging in unfair competition within the meaning of Business and
21 Professions Code section 17200 arising out of Labor Code violations referenced in the
22 Complaint (the "Class Action");

23 22. On or around February 17, 2023, Plaintiff filed a separate representative complaint
24 in Los Angeles County Superior Court, alleging a single cause of action for civil penalties pursuant
25 to PAGA for various alleged Labor Code violations specified in the PAGA Notice (the "PAGA
26 Complaint").

27 23. The Parties have agreed to stipulate to Plaintiff's filing a First Amended Complaint
28 alleging against Defendants the same causes of action identified above, plus a cause of action for

1 PAGA penalties. Hence, this First Amended Complaint, which will be the operative complaint in
2 the Action (the “Operative Complaint”).

3 **FACTUAL BACKGROUND**

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

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

20 26. For at least four (4) years prior to the filing of this Action and continuing to the
21 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and other Aggrieved
22 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
23 which they worked more than five (5) hours in a work day and a second thirty (30) minute
24 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
25 and failing to provide compensation for such unprovided meal periods as required by California
26 wage and hour laws.

27 27. 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 authorize and permit Plaintiff, Class Members, and

1 other Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per
2 four (4) hours worked or major fraction thereof and failed to provide compensation for such
3 unprovided rest periods as required by California wage and hour laws.

4 28. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and other Aggrieved
6 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
7 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
8 failing to pay overtime wages, minimum wages, premium wages.

9 29. For at least one (1) year prior to the filing of this Action and continuing to the present,
10 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
11 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
12 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
13 hours worked at each hourly rate; and other such information as required by Labor Code section
14 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
15 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

16 30. 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 pay Plaintiff, Class Members, and other Aggrieved Employees,
18 or some of them, the full amount of their wages for labor performed in a timely fashion as required
19 under Labor Code section 204.

20 31. For at least three (3) years prior to the filing of this action and continuing to the
21 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
22 costs incurred in laundering mandatory work uniforms and using cellular phones and laptops for
23 work-related purposes.

24 32. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
26 situated employees or former employees within the State of California with the rights provided to
27 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
28 245, *et seq.*

1 33. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
3 limitation, Plaintiff, Class Members, and other Aggrieved Employees, with their costs incurred for
4 driving personal vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other
5 deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment
6 (including work boots to handle oil), for the purchase and maintenance of cellular phones and
7 cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to
8 the directions of Defendants, as required by Labor Code 2802.

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

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

22 36. At all relevant times mentioned herein, Defendants have had a policy or practice of
23 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
24 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
25 any calendar month shall be paid for between the 16th and 26th day of the month during which the
26 labor was performed, and labor performed between the 16th and the last day, inclusive of any
27 calendar month, shall be paid for between the 1st and 10th day of the following month."

28 37. At all relevant times mentioned herein, Defendants had and have a policy or practice

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

9 38. Defendants had and have a policy or practice of preventing Plaintiff and/or other
10 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
11 to their managers or outside to private attorneys or government officials, among others, in violation
12 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
13 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
14 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
15 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
16 of Labor Code section 232 and 232.5.

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

24 40. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
25 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
26 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title
27 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
28 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,

1 failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of
2 pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

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

13 **CLASS ACTION ALLEGATIONS**

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

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

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

25 **A. Numerosity**

26 46. The potential Class Members as defined are so numerous that joinder of all the
27 members of the Class is impracticable. While the precise number of Class Members has not been
28 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class

1 Members employed by Defendants within the State of California.

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

6 **B. Commonality**

7 48. There are questions of law and fact common to Class Members. These common
8 questions include, but are not limited to:

- 9 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
10 worked at a proper overtime rate of pay?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
12 for all other time worked at the employee's regular rate of pay and a rate of pay that
13 is greater than the applicable minimum wage?
- 14 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
15 Class Members to take compliant meal periods?
- 16 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
17 with additional wages for missed or interrupted meal periods?
- 18 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
19 Class Members to take compliant rest periods?
- 20 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed rest periods?
- 22 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
23 Members upon termination or resignation all wages earned?
- 24 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
25 section 203?
- 26 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
27 Class Members with accurate wage statements?
- 28 J. Did Defendants fail to pay Class Members in a timely fashion as required under

Labor Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

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

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

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

O. Are Class Members entitled to interest?

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

51. 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.

52. Class action treatment will allow Class Members to litigate their claims in a manner

1 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
2 any difficulties that are likely to be encountered in the management of this action that would
3 preclude its maintenance as a class action.

4 **FIRST CAUSE OF ACTION**

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

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

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

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

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

20 57. Four (4) years prior to the filing of the Complaint in this Action through the present,
21 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
22 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
23 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
24 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
25 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

26 58. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
27 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
28 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on

1 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
2 applicable IWC Wage Orders, and California law.

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

7 **SECOND CAUSE OF ACTION**

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

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

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

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

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

20 64. 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 minimum wages
22 for all hours worked or otherwise due.

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

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1 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

27 72. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
28 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay

1 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

6 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

12 **FIFTH CAUSE OF ACTION**

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

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

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

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

26 85. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
27 years before the filing of the Complaint in this Action through the present, Defendants, due to the
28 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class

1 Members all wages earned prior to resignation or termination in accordance with Labor Code
2 sections 201 or 202.

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

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

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

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

19 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

28 104. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and

1 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
2 interest, and their costs of suit, as well.

3 **EIGHTH CAUSE OF ACTION**

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

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

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

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

12 108. For three (3) years prior to the filing of the Complaint in this Action through the
13 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
14 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
15 obedience to the directions of Defendants that included, without limitation: laundering mandatory
16 work uniforms and using cellular phones and laptops for work-related purposes.

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

20 110. 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 reimbursed for the
22 herein-described losses and/or expenditures.

23 111. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
24 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
25 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
26 costs of suit.

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1 **NINTH CAUSE OF ACTION**

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

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

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

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

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

26 116. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
27 Procedure section 1032 and interest under Civil Code section 3287.

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1 **TENTH CAUSE OF ACTION**

2 **(Civil Penalties under the Private Attorneys' General Act of 2004 –**
3 **Against All Defendants)**

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

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

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

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

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

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

28 121. Defendant had and have a policy or practice of failing to comply with Labor Code

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

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

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

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

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

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1 Violation of Labor Code § 558

2 126. 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 to
8 recover underpaid wages;

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

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

13 127. Plaintiff are informed and believe, and based thereon allege, that Defendant, 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.

20 128. 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 Defendant’s 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

26 129. 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.”

5 130. 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.”

8 131. 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.”

17 132. 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).

22 133. Plaintiff are informed and believe, and based thereon allege, that Defendant 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.

27 134. 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 Defendant's 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

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

26 136. Plaintiff are informed and believe, and based thereon allege, that Defendant caused
27 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendant, without
28 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all

1 hours worked or otherwise under Defendant's control due to, without limitation, routinely failing to
2 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
3 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
4 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
5 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

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

12 Civil Penalties Under Labor Code § 2699

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

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

25 140. Plaintiff are informed and believe, and based thereon allege that Defendant, and each
26 of them, violated the Labor Code sections described herein, including, without limitation, for the
27 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
28 claimed as part of the minimum wage, the regular payday designated by Defendant, the name of the

1 employer, including “doing business as” names used, the name, address, and telephone number of
2 the workers’ compensation insurance carrier, information regarding paid sick leave, and other
3 pertinent information required to be disclosed by Defendant under Labor Code section 2810.5,
4 failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave
5 required to be provided pursuant to California and local laws.

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

9 **DEMAND FOR JURY TRIAL**

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

11 **PRAYER**

12 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
13 against Defendants as follows:

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

1 and effective means to prevent future violations;

2 K. Restitution of wages and benefits due which were acquired by means of any unfair
3 business practice, according to proof;

4 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3,
5 558, 1174.5, 1197.1, 2699, and 2802, and all other applicable sections listed *infra*;

6 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, 2699, 2802, and all other applicable sections listed
8 *infra*;

9 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

10 O. For attorneys' fees in prosecuting this action;

11 P. For costs of suit incurred herein; and

12 Q. For such other and further relief as the Court deems just and proper.

13
14 Dated: September 15, 2025

BIBIYAN LAW GROUP, P.C.

15
16 BY: /s/ Megan R. Lazar

17 MEGAN R. LAZAR

18 Attorneys for Plaintiff KAYLA HAKIMI, on behalf of
19 herself and all others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On September 26, 2025, and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission pursuant to an electronic service agreement via email to the addresses below:

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Counsel for Defendants, Marine Lawyer, PBC and Mike Nathenshon

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

Executed on September 26, 2025, at Los Angeles, California.

/s/Araceli Marquez

Araceli Marquez