

FARZAD RASTEGAR, State Bar No. 155555
farzad@rastegarlawgroup.com
ROSE SORIAL, State Bar No. 271382
rose@rastegarlawgroup.com
RASTEGAR LAW GROUP, APC
22760 Hawthorne Blvd., Suite 200
Torrance, CA 90505
Tel.: (310) 961-9600
Fax: (310) 961-9094

Attorneys for Plaintiff, Adam Barrett,
and all other current and former aggrieved
employees of Defendants

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

ADAM BARRETT, an individual; and all
other current and former aggrieved employees
of Defendant,

Plaintiff,

vs.

ANDURIL INDUSTRIES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: 30-2024-01374656-CU-OE-CJC

**COMPLAINT FOR PENALTIES UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (CALIFORNIA LABOR
CODE, § 2698 ET SEQ.) FOR:**

1. Failure to provide meal periods and pay meal period premiums (California Labor Code, §§ 512 & 226.7)
2. Failure to provide rest periods and pay rest period premiums (Cal. Labor Code, § 226.7)
3. Failure to pay all wages due during employment (Cal. Lab. Code, §§ 204, 204a, 204b, 204.1, & 204.2)
4. Failure to pay all wages due upon separation from employment (Cal. Lab. Code, §§ 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 208, 212, 213(d), 221, & 227.3)
5. Failure to provide accurate wage statements and maintain accurate payroll records (Cal. Lab. Code, §§ 226(a) & 1174(d))

Assigned for All Purposes

Judge Kimberly A. Knill

1 Plaintiff ADAM BARRETT (hereinafter “Plaintiff”), on behalf of the State of California
2 and all current and former aggrieved employees of Defendant ANDURIL INDUSTRIES, INC.,
3 and DOES 1 – 100, inclusive, (hereinafter collectively “Defendant”) alleges as follows:

4 **INTRODUCTION AND GENERAL ALLEGATIONS**

5 1. Defendant is a business entity doing business in the State of California. Plaintiff
6 worked for Defendant in California as an hourly, nonexempt employee, during which time
7 Defendant engaged in unlawful employment policies and practices that deprived Plaintiff and
8 other aggrieved employees of their lawful wages.

9 2. Defendant’s employment policies and practices as applied to Plaintiff and other
10 current and former “aggrieved employees,” (Cal. Labor Code, § 2699, subd. (c)), in the State of
11 California (collectively “Aggrieved Employees”) violated the following provisions of the
12 California Labor Code: sections 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b,
13 204.1, 204.2, 208, and 212, subdivision (d) of section 213, section 221 and subdivision (a) of
14 section 226, sections 226.7, 227.3, and 512, and subdivision (d) of section 1174. Aggrieved
15 Employees seek penalties for Defendant’s violations of the foregoing provisions of the Labor
16 Code on behalf of the State of California, pursuant to the Labor Code Private Attorneys General
17 Act of 2004 (Cal. Labor Code, § 2698 et seq.) (“PAGA”).

18 3. Pursuant to its classification of Aggrieved Employees as hourly, nonexempt
19 employees, Defendant was obligated to authorize and permit off-duty meal periods of at least 30
20 minutes within the first five (5) hours of their shifts. For shifts greater than 10 hours, Defendant
21 was obligated to authorize and permit two (2) off-duty meal periods of at least 30 minutes each.
22 However, due to understaffing or other issues within Defendant’s sole control, Defendant required
23 or suffered Aggrieved Employees to work more than five (5) consecutive hours prior to beginning
24 their first meal periods and more than 10 hours prior to beginning their second meal periods.

25 4. Pursuant to California Labor Code section 226.7, subdivision (c), if an employer
26 fails to provide an employee a meal period in accordance with state law, “the employer shall pay
27 the employee one additional hour of pay at the employee’s regular rate of compensation for each
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1 workday that the meal ... period is not provided.” An employee’s “regular rate” of compensation
2 for purposes of section 226.7, subdivision (c), and the IWC wage orders, is not the same as the
3 employee’s straight time rate (i.e., his or her normal hourly wage rate). An employee’s regular
4 rate of compensation can change from pay period to pay period, and includes adjustments to the
5 straight time wage rate reflecting, among other things, shift differentials and the per-hour value of
6 any nondiscretionary compensation earned by the employee.

7 5. In violation of California Labor Code section 226.7, subdivision (c), and the IWC
8 wage orders, Defendant failed to pay to Aggrieved Employees one (1) additional hour of pay for
9 any workday that a meal period was not provided in accordance with state law. Moreover, to the
10 extent Defendant paid premium wages for meal period violations, Defendant failed to make the
11 appropriate adjustments to Aggrieved Employees’ regular rates to reflect the per-hour value of
12 any nondiscretionary compensation earned by them including, without limitation, the per-hour
13 value of free and discounted food and beverages.

14 6. Defendant was obligated to authorize and permit off-duty rest breaks of at least 10
15 minutes for every four (4) hours of work, or major fraction thereof. As applied to a four (4)-hour
16 work period, the phrase “major fraction thereof” means any amount of time in excess of two (2)
17 hours. Therefore, an employee whose shift is three and one-half (3.5) to six (6) hours in length is
18 entitled to at least one (1) rest break, an employee whose shift is between six (6) and 10 hours in
19 length is entitled to at least two (2) rest breaks, and an employee whose shift is between 10 and 14
20 hours in length is entitled to at least three (3) rest breaks. Despite the foregoing legal
21 requirements, Defendant failed to authorize and permit legally-compliant rest breaks due to
22 understaffing or other issues within Defendant’s sole control.

23 7. Pursuant to California Labor Code section 226.7, subdivision (c), if an employer
24 fails to provide an employee a rest break in accordance with state law, the employer shall pay the
25 employee “one additional hour of pay” at the employee’s regular rate of compensation for each
26 workday that a rest break is not provided. An employee’s “regular rate” of compensation for
27 purposes of section 226.7, subdivision (c), and the IWC wage orders, is not the same as the
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1 employee's straight time rate (i.e., his or her normal hourly wage rate). An employee's regular
2 rate of compensation can change from pay period to pay period, and includes adjustments to the
3 straight time wage rate reflecting, among other things, shift differentials and the per-hour value of
4 any nondiscretionary compensation earned by the employee.

5 8. In violation of California Labor Code section 226.7, subdivision (c), and the IWC
6 wage orders, Defendant failed to pay to Aggrieved Employees one (1) additional hour of pay for
7 workdays that rest breaks were not provided in accordance with state law. Moreover, to the extent
8 Defendant paid penalty wages for rest break violations, Defendant failed to make the appropriate
9 adjustments to Aggrieved Employees' regular wage rates to reflect the per-hour value of any
10 nondiscretionary compensation earned by them including, without limitation, the per-hour value
11 of free and discounted food and beverages.

12 9. The violations set forth above were the result of Defendant's policies and practices
13 pursuant to which Defendant failed to authorize and permit legally-compliant meal and rest
14 periods for Aggrieved Employees. Defendant did not adequately inform Aggrieved Employees of
15 their rights to meal and rest breaks, and the timing of meal and rest breaks, and did not have
16 adequate written policies informing Aggrieved Employees of their rights to meal and rest breaks,
17 and the timing of meal and rest breaks. Defendant did not have an adequate means of verifying
18 whether Aggrieved Employees were taking legally-compliant meal and rest breaks.

19 10. California Labor Code section 510, subdivision (a), and IWC Wage Order No. 5-
20 2001, provide that an employer is obligated to pay an overtime premium for work in excess of
21 eight (8) hours in a day, in excess of 40 hours in a workweek, and for any work at all on a seventh
22 consecutive day. Such work must be compensated at one and one-half (1.5) times the employees'
23 regular rate of pay, or twice the employees' regular rate of pay if the employee works in excess of
24 12 hours in a day or eight (8) hours on a seventh consecutive workday. Furthermore, an
25 employee's "regular rate" of pay for purposes of section 510, subdivision (a), and the IWC wage
26 orders, is not the same as the employee's straight time rate (i.e., his or her normal hourly wage
27 rate). An employee's regular rate of pay can change from pay period to pay period, and includes
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1 adjustments to the straight time wage rate reflecting, among other things, shift differentials and the
2 per-hour value of any nondiscretionary compensation earned by the employee. Despite the
3 foregoing legal requirements, Defendants failed to make the appropriate adjustments to Aggrieved
4 Employees' regular rates to reflect the per-hour value of any nondiscretionary compensation
5 earned by them including, without limitation, the per-hour value of free and discounted food and
6 beverages.

7 11. As a result of its failure to appropriately compensate Aggrieved Employees as set
8 forth herein above, Defendant has willfully failed to provide accurate wage statements to
9 Aggrieved Employees. Moreover, Defendant has failed to maintain accurate payroll records.

10 12. Plaintiff and other Aggrieved Employees who, during the applicable statute of
11 limitations, were discharged, laid off, or who resigned from Defendant's employ, were not paid all
12 wages required to be paid either at the time of discharge, or within seventy-two (72) hours of
13 leaving Defendant's employ.

14 13. Defendant's unlawful business policies and practices were in effect throughout
15 Plaintiff's employment with Defendant, and were consistently applied to Plaintiff and other
16 Aggrieved Employees for the sole and exclusive benefit of Defendant.

17 **PARTIES**

18 **A. Plaintiff**

19 14. Plaintiff is, and at all relevant times was, a California resident who worked for
20 Defendant in the State of California. Plaintiff worked as a production coordinator at Defendant's
21 location in Costa Mesa, California, from approximately February 2023 to on or about August 29,
22 2023.

23 15. Plaintiff reserves the right to seek leave to amend this Complaint to add new and
24 additional Plaintiffs, if necessary, in order to establish suitable representatives pursuant to *La Sala*
25 *v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

26 **B. Defendant**

1 16. ANDURIL INDUSTRIES specializes in technological productions and
2 developments of defense products. Plaintiff is informed and believes, and thereupon alleges, that
3 Defendant is, and at all relevant times was, a business entity organized under and existing by
4 virtue of the laws of the State of California. Plaintiff is further informed and believes that
5 Defendant is authorized to conduct, and does conduct, business in the State of California. Upon
6 information and belief, Defendant maintains offices and conducts business, and engages in
7 unlawful business policies and practices, in the State of California.

8 17. The true names and capacities of Doe Defendants 1 through 100, inclusive, are
9 unknown to Plaintiff, who therefore sues said Doe Defendants 1 through 100, inclusive, by
10 fictitious names. Plaintiff will amend this Complaint to show their true names and capacities
11 when they have been ascertained.

12 18. Plaintiff is informed and believes, and thereupon alleges, that Doe Defendants 1
13 through 100, inclusive, engaged in the same unlawful business policies and practices as Defendant
14 ANDURIL INDUSTRIES, INC. through methods and schemes including, without limitation, the
15 formulation and direction of unlawful business policies and practices, sharing of equipment,
16 personnel, payroll systems and databases, and the exchange of information and advice regarding
17 payroll and human resources issues, either as an ostensible or actual single entity, joint enterprise,
18 joint employer, alter ego, division, affiliate, subsidiary, parent, principal, related entity, co-
19 conspirator, authorized agent, partner, joint venturer, and/or guarantor.

20 19. Upon information and belief, Defendant ANDURIL INDUSTRIES, INC. is and at
21 all relevant times was ostensible or actual alter ego, division, affiliate, integrated enterprise, joint
22 employer, subsidiary, parent, principal, related entity, co-conspirator, authorized agent, partner,
23 joint venturer, and guarantor of Doe Defendants 1 through 100, inclusive.

24 20. Plaintiff is informed and believes, and thereon alleges, that each and every one of
25 the acts and omissions alleged herein was performed by, and/or attributable to, Defendant, acting
26 as agent and/or employees, and/or under the direction and control of, the other, and that said acts
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1 and omissions were within the course and scope of said agency, employment and/or direction and
2 control.

3 21. Defendant is and at all relevant times was the employer of Plaintiff and Aggrieved
4 Employees.

5 22. Defendant is and at all relevant times was, an alter ego and/or operating as an
6 integrated enterprise.

7 23. In perpetrating the acts and omissions alleged herein, Defendant acted pursuant to
8 and in furtherance of its policies and practices of not compensating Aggrieved Employees for all
9 hours worked by them, through methods and schemes including, but not limited to, the failure to
10 appropriately compensate Aggrieved Employees for meal and rest break violations, failure to pay
11 all earned and unpaid wages to terminated employees, failure to provide accurate wage
12 statements, and failure to maintain accurate payroll records.

13 **FIRST CAUSE OF ACTION**
14 **Violations of the Private Attorneys General Act of 2004**
15 **(California Labor Code, § 2698 et seq.)**
16 **Against Defendant**

17 24. Plaintiff incorporates by reference and realleges, as if fully stated herein,
18 paragraphs one (1) through 23 of this Complaint.

19 25. Defendant is, and at all relevant times was, subject to the provisions of the
20 California Labor Code and applicable IWC wage orders.

21 26. Aggrieved Employees are, and at all relevant times were, hourly, nonexempt
22 employees of Defendants during the statutory period.

23 27. California Labor Code section 2699, subdivision (a), provides for a private right of
24 action to recover penalties for an employer's violations of the Labor Code: "Notwithstanding any
25 other provision of law, any provision of this code that provides for a civil penalty to be assessed
26 and collected by the Labor and Workforce Development Agency or any of its departments,
27 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
28 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of

1 himself or herself and other current or former employees pursuant to the procedures specified in
2 Section 2699.3.”

3 28. Pursuant to California Labor Code section 2699.3, subdivision (a), a civil action
4 pursuant to subdivision (a) of section 2699 alleging a violation of the provisions of sections 201,
5 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 208, and 212,
6 subdivision (d) of section 213, section 221 and subdivision (a) of section 226, sections 226.7,
7 227.3, and 512, and subdivision (d) of section 1174 “shall commence only after” the aggrieved
8 employees have given written notice to the Labor Workforce and Development Agency
9 (“LWDA”) of the specific provisions of the Labor Code alleged to have been violated, including
10 the facts and theories to support the alleged violations, and received notice from the LWDA that it
11 does not intend to investigate the alleged violations, or, provided sixty-five (65) days have passed,
12 have not received any notice from the LWDA.

13 29. On November 17, 2023, Plaintiff delivered by certified mail written notice to the
14 LWDA and Defendant of the specific provisions of the Labor Code alleged to have been violated
15 by Defendant, including the facts and theories to support the violations. As of the date of this
16 Complaint, more than sixty-five (65) days have elapsed since November 17, 2023 and no notice
17 from the LWDA has been received by Plaintiff regarding the LWDA’s intent to investigate the
18 alleged violations. Accordingly, Plaintiff has exhausted his administrative remedies in
19 compliance with Labor Code section 2699.3, subdivision (a), and may commence a civil action to
20 recover penalties for Defendants’ violations of the Labor Code on behalf of the state and
21 Aggrieved Employees pursuant to section 2699, subdivision (a).

22 **Penalties for Failure to Provide Meal Periods and Pay Meal Period Premiums**

23 30. Plaintiff is, and at all relevant times was, a California resident who worked for
24 Defendants in the State of California. Plaintiff worked at Defendant’s location in Costa Mesa,
25 California, from approximately February 2023 to on or about August 29, 2023.

26 31. Pursuant to its classification of Plaintiff and Aggrieved Employees as hourly,
27 nonexempt employees, Defendant was obligated to authorize and permit off-duty meal periods of
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1 at least 30 minutes within the first five (5) hours of their shifts. For shifts greater than 10 hours,
2 Defendants were obligated to authorize and permit two (2) off-duty meal periods of at least 30
3 minutes each. Under the PAGA, the failure to provide a legally-compliant meal period carries a
4 penalty of fifty dollars (\$50) for the initial violation and a subsequent penalty of one hundred
5 dollars (\$100) for every subsequent violation thereafter. (Cal. Labor Code, § 558, subd. (a).)
6 Despite the foregoing legal provisions, Aggrieved Employees were regularly denied meal periods.
7 Aggrieved Employees often took meal periods, if at all, well past the first five (5) hours of their
8 shifts.

9 32. The violations set forth above were the result of Defendant's policies and practices
10 pursuant to which Defendant failed to authorize and permit legally-compliant meal periods for
11 Aggrieved Employees. Defendant did not adequately inform Aggrieved Employees of their rights
12 to meal periods, and the timing of meal periods, and did not have adequate written policies
13 informing Aggrieved Employees of their rights to meal periods, and the timing of meal periods.
14 Defendants did not have an adequate means of verifying whether Aggrieved Employees were
15 taking legally-compliant meal periods.

16 33. Pursuant to California Labor Code section 226.7, subdivision (c), if an employer
17 fails to provide an employee a meal period in accordance with state law, "the employer shall pay
18 the employee one additional hour of pay at the employee's regular rate of compensation for each
19 workday that the meal ... period is not provided." An employee's "regular rate" of compensation
20 for purposes of section 226.7, subdivision (c), and the IWC wage orders is not the same as the
21 employee's straight time rate (i.e., his or her normal hourly wage rate). An employee's regular
22 rate of compensation can change from pay period to pay period, and includes adjustments to the
23 straight time wage rate reflecting, among other things, shift differentials and the per-hour value of
24 any nondiscretionary compensation earned by the employee. Under the PAGA, failure to pay
25 appropriate meal period premiums carries a penalty of one hundred dollars (\$100) for the initial
26 violation and a subsequent penalty of two hundred dollars (\$200) for every subsequent violation
27 thereafter. (Cal. Labor Code, § 2699, subd. (f)(2).)
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1 34. Furthermore, it is unlawful for an employer to pay an employee a lower wage than
2 the minimum wage fixed by the IWC or any applicable state or local law. Under the PAGA, the
3 failure to pay minimum wages during employment carries a penalty of one hundred dollars (\$100)
4 for the initial violation and a subsequent penalty of two hundred fifty dollars (\$250) for every
5 subsequent violation thereafter. (Cal. Labor Code, § 1197.1, subd. (a).)

6 35. Despite the foregoing legal provisions, Defendant failed to pay to Aggrieved
7 Employees one (1) additional hour of pay for any workday that a meal provide was not authorized
8 or permitted. Moreover, to the extent Defendant paid premium wages for meal period violations,
9 Defendant failed to make the appropriate adjustments to Aggrieved Employees' regular rates to
10 reflect the per-hour value of any nondiscretionary compensation earned by them including,
11 without limitation, the per-hour value of free and discounted food and beverages.

12 36. As a result of the foregoing legal violations, Defendant is liable to the state and
13 Aggrieved Employees for civil penalties pursuant to Labor Code sections 558, subdivision (a),
14 and 2699, subdivision (f)(2).

15 **Penalties for Failure to Provide Rest Breaks and Pay Rest Break Premiums**

16 37. Pursuant to its classification of Plaintiff and Aggrieved Employees as hourly,
17 nonexempt employees, Defendant was obligated to authorize and permit off-duty rest breaks of at
18 least 10 minutes for every four (4) hours of work, or major fraction thereof. As applied to a four
19 (4)-hour work period, the phrase "major fraction thereof" means any amount of time in excess of
20 two (2) hours. Therefore, an employee whose shift is three and one-half (3.5) to six (6) hours in
21 length is entitled to at least one (1) rest break, an employee whose shift is between six (6) and 10
22 hours in length is entitled to at least two (2) rest breaks, and an employee whose shift is between
23 10 and 14 hours in length is entitled to at least three (3) rest breaks. Under the PAGA, the failure
24 to provide a legally-compliant rest period carries a penalty of fifty dollars (\$50) for the initial
25 violation and a subsequent penalty of one hundred dollars (\$100) for every subsequent violation
26 thereafter. (Cal. Labor Code, § 558, subd. (a).) Despite the foregoing legal provisions,
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1 Defendants regularly failed to authorize and permit timely rest periods, or any rest periods at all.
2 Plaintiff's requests a for rest break or even a brief moment to have a drink of water were denied.

3 38. The violations set forth above were the result of Defendant's policies and practices
4 pursuant to which Defendant failed to authorize and permit legally-compliant rest periods for
5 Aggrieved Employees. Defendant did not adequately inform Aggrieved Employees of their rights
6 to rest breaks, and the timing of rest breaks, and did not have adequate written policies informing
7 Aggrieved Employees of their rights to rest breaks, and the timing of rest breaks. Defendant did
8 not have an adequate means of verifying whether Aggrieved Employees were taking legally-
9 compliant rest breaks.

10 39. Pursuant to California Labor Code section 226.7, subdivision (c), if an employer
11 fails to provide an employee a rest break in accordance with state law, the employer shall pay the
12 employee "one additional hour of pay" at the employee's regular rate of compensation for each
13 workday that a rest break is not provided. An employee's "regular rate" of compensation for
14 purposes of section 226.7, subdivision (c), and the IWC wage orders, is not the same as the
15 employee's straight time rate (i.e., his or her normal hourly wage rate). An employee's regular
16 rate of compensation can change from pay period to pay period, and includes adjustments to the
17 straight time wage rate reflecting, among other things, shift differentials and the per-hour value of
18 any nondiscretionary compensation earned by the employee. Under the PAGA, the failure to pay
19 an appropriate rest period premium carries a penalty of one hundred dollars (\$100) for the initial
20 violation and a subsequent penalty of two hundred dollars (\$200) for every subsequent violation
21 thereafter. (Cal. Labor Code, § 2699, subd. (f)(2).)

22 40. Furthermore, it is unlawful for an employer to pay an employee a lower wage than
23 the minimum wage fixed by the IWC or any applicable state or local law. Under the PAGA, the
24 failure to pay minimum wages during employment carries a penalty of one hundred dollars (\$100)
25 for the initial violation and a subsequent penalty of two hundred fifty dollars (\$250) for every
26 subsequent violation thereafter. (Cal. Labor Code, § 1197.1, subd. (a).)

1 41. Despite the foregoing legal provisions, Defendant failed to pay to Aggrieved
2 Employees one (1) additional hour of pay for workdays that rest breaks were not provided in
3 accordance with state law. Moreover, to the extent Defendant paid penalty wages for rest break
4 violations, Defendant failed to make the appropriate adjustments to Aggrieved Employees' regular
5 wage rates to reflect the per-hour value of any nondiscretionary compensation earned by them
6 including, without limitation, the per-hour value of free and discounted food and beverages.

7 42. As a result of the foregoing legal violations, Defendant is liable to the state and
8 Aggrieved Employees for civil penalties pursuant to Labor Code sections 558, subdivision (a),
9 and 2699, subdivision (f)(2).

10 **Penalties for Failure to Pay all Wages Due During Employment**

11 43. California Labor Code section 510, subdivision (a), and IWC Wage Order No. 5-
12 2001, provide that an employer is obligated to pay an overtime premium for work in excess of
13 eight (8) hours in a day, in excess of 40 hours in a workweek, and for any work at all on a seventh
14 consecutive day. Such work must be compensated at one and one-half (1.5) times the employees'
15 regular rate of pay, or twice the employees' regular rate of pay if the employee works in excess of
16 12 hours in a day or eight (8) hours on a seventh consecutive workday. Furthermore, an
17 employee's "regular rate" of pay for purposes of section 510, subdivision (a), and the IWC wage
18 orders, is not the same as the employee's straight time rate (i.e., his or her normal hourly wage
19 rate). An employee's regular rate of pay can change from pay period to pay period, and includes
20 adjustments to the straight time wage rate reflecting, among other things, shift differentials and the
21 per-hour value of any nondiscretionary compensation earned by the employee.

22 44. Under the PAGA, the failure to pay overtime wages carries a penalty of fifty
23 dollars (\$50) for the initial violation and a subsequent penalty of one hundred dollars (\$100) for
24 every subsequent violation. (Cal. Labor Code, § 558, subd. (a).) Furthermore, the failure to pay
25 minimum wages during employment carries a penalty of one hundred dollars (\$100) for the initial
26 violation and a subsequent penalty of two hundred fifty dollars (\$250) for every subsequent
27 violation thereafter. (Cal. Labor Code, § 1197.1, subd. (a).)

45. Despite the foregoing legal requirements, Defendant failed to make the appropriate adjustments to Aggrieved Employees' regular rates of pay to reflect the per-hour value of any nondiscretionary compensation earned by them including, without limitation, the per-hour value of free and discounted food and beverages.

46. As a result of the foregoing legal violations, Defendant is liable to the state and Aggrieved Employees for civil penalties pursuant to Labor Code sections 558, subdivision (a), 2699, subdivision (f)(2), and 1197.1, subdivision (a).

Penalties for Failure to Pay all Wages Due upon Separation from Employment

47. California Labor Code sections 201 and 202 provide if an employer discharges an employee, the employee's earned and unpaid wages are due and payable at the time of the discharge or, if the employee leaves voluntarily, within 72 hours thereafter, unless the employee has given 72 hours prior notice of his or her intention to quit, in which case the employee's earned and unpaid wages are due and payable upon his or her resignation.

48. California Labor Code section 203, subdivision (a), provides that if an employer willfully fails to comply with the provisions of sections 201 or 202 of the Labor Code, the employee's wages shall continue as a penalty wage from the due date thereof at the same rate until paid; except the wages shall not continue for more than thirty (30) days.

49. Within the applicable statutory period, Plaintiff and other Aggrieved Employees quit or were fired or laid off, but were not paid their earned and unpaid wages in accordance with sections 201 and 202 of the Labor Code.

50. As a result of Defendant's violations of sections 201, 202, and 203 of the Labor Code, Defendant is liable to the state and Aggrieved Employees who quit or were fired or laid off for civil penalties pursuant to Labor Code section 2699, subdivision (f)(2).

Penalties for Failure to Provide Accurate Wage Statements and Maintain Accurate Payroll Records

1 51. The failure to provide accurate wage statements to employees carries a penalty of
2 two hundred fifty dollars (\$250) for the initial violation and a subsequent penalty of one thousand
3 dollars (\$1,000) for every subsequent violation thereafter. (Cal. Labor Code, § 226.3.)

4 52. California Labor Code section 1174.5 provides that an employer who willfully fails
5 to maintain the records required by subdivision (d) of section 1174 shall be subject to a civil
6 penalty of five hundred dollars (\$500).

7 53. California Labor Code section 226, subdivision (a), provides:

8 “An employer, semimonthly or at the time of each payment of
9 wages, shall furnish to his or her employee, either as a detachable
10 part of the check, draft, or voucher paying the employee’s wages, or
11 separately if wages are paid by personal check or cash, an accurate
12 itemized statement in writing showing (1) gross wages earned, (2)
13 total hours worked by the employee, except as provided in
14 subdivision (j), (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis,
16 (4) all deductions, provided that all deductions made on written
17 orders of the employee may be aggregated and shown as one item,
18 (5) net wages earned, (6) the inclusive dates of the period for which
the employee is paid, (7) the name of the employee and only the last
four digits of his or her social security number or an employee
identification number other than a social security number, (8) the
name and address of the legal entity that is the employer... and (9)
all applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee....”

19 54. In violation of its legal obligations, Defendant provided itemized wage statements
20 to Plaintiff and Aggrieved Employees that failed to accurately show, among other things, all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate, gross wages earned, and net wages earned. Moreover, Defendant
23 failed to maintain payroll records that accurately showed, among other things, the daily hours
24 worked by and wages paid to Plaintiff and Aggrieved Employees.

25 55. As a result of its failure to comply with sections 226, subdivision (a), and 1174,
26 subdivision (d), of the California Labor Code, Defendant is liable to the state and Aggrieved
27 Employees for civil penalties pursuant to sections 226.3 and 1174.5.

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2 **PRAYER FOR RELIEF**

3 Plaintiff, on behalf of the State of California and Aggrieved Employees, prays for relief
4 and judgment against Defendant, as follows:

- 5 1. For declaratory relief;
6 2. For Plaintiff's actual, consequential, and incidental losses and damages,
7 according to proof;
8 3. For civil penalties pursuant to the PAGA;
9 4. For reasonable attorneys' fees and costs of suit incurred herein; and
10 5. For such other and further relief as the Court deems necessary or
11 appropriate.

12
13 Dated: January 23, 2024

RASTEGAR LAW GROUP, APC

14
15 By:



16 Farzad Rastegar

17 Rose Sorial

18 Attorneys for Plaintiff Adam Barrett
19 and all other current and former
20 aggrieved employees of Defendant
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