

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff, VERONICA CARDONA
and on behalf of herself and all others similarly situated

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

VERONICA CARDONA, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

VINTAGE GROUP SECURITY SERVICES
LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: CVRI2305904

**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. WAGE STATEMENT VIOLATIONS;
6. FAILURE TO INDEMNIFY
7. UNFAIR COMPETITION
8. 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.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff VERONICA CARDONA, on behalf of Plaintiff and all others similarly situated,
2 alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Vintage Group Security, LLC (“VGS”), and any of its respective subsidiaries or affiliated companies
7 within the State of California (and with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
12 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
13 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
14 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
15 for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section
16 226, Labor Code section 245, *et seq.*, Labor Code Section 432, Labor Code Section 1198.5, Labor
17 Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of
18 all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved
19 Employees”).

20 **PARTIES**

21 **A. Plaintiff**

22 3. Plaintiff VERONICA CARDONA is a resident of the State of California. At all
23 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
25 greeting people, confirming people coming in, and completing incident reports. Plaintiff is informed
26 and believes, and based thereon alleges, that Plaintiff Veronica Cardona worked for Defendants
27 from approximately March of 2022, through approximately September of 2023.

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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant VGS is,
3 and at all times relevant hereto was, a limited liability company organized and existing under and
4 by virtue of the laws of the State of California and doing business throughout California including
5 the County of Riverside, State of California.

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

19 **JOINT LIABILITY ALLEGATIONS**

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

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

6 8. Plaintiff is informed and believes, and based thereon alleges, that despite the
7 formation of the purported corporate existence of VGS, and DOES 1 through 50, inclusive (the
8 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
9 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

10 A. The Alter Ego Defendants are completely dominated and controlled by the
11 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
12 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
13 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
14 inequitable purpose;

15 B. The Individual Defendants derive actual and significant monetary benefits by
16 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
17 the funding source for the Individual Defendants’ own personal expenditures;

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

22 D. Plaintiff is informed and believes, and thereon alleges, that the business
23 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
24 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
25 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
26 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
27 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
28 times mentioned herein were, the alter egos of the Individual Defendants;

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

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

9. 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

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

11. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Riverside 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 Riverside County, and because Defendants employ numerous Class Members in Riverside County. Moreover, Defendant is, and at all times mentioned in this complaint has been, a California corporation, authorized to do business in California, with a designated principal place of business in California identified in its statement filed with the Secretary of State. As such, venue is proper in Riverside County pursuant to California Code of Civil Procedure section 395.

12. 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

1 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
2 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
3 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”),
4 plus reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
5 employees of Defendants during the civil penalty period.

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

10 14. During the period beginning one (1) year preceding the provision of notice to the
11 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
12 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 226, 226.3,
13 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1,
14 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

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

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

27 18. On or around November 2, 2023, Plaintiff filed a class action complaint alleging a
28 number of putative wage and hour claims including: (1) failure to pay overtime wages; (2) failure

1 to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)
2 wage statement violations; (6) failure to indemnify; and (7) unfair competition (the “Class Action
3 Complaint”).

4 **FACTUAL BACKGROUND**

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

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

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

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

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

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

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

24 26. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
26 limitation, Plaintiff, Class Members, and other Aggrieved Employees, with their costs incurred for
27 driving personal vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other
28 deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment

1 (including work boots to handle oil), for the purchase and maintenance of cellular phones and
2 cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to
3 the directions of Defendants, as required by Labor Code 2802.

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

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

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

23 30. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
25 and experience they obtained at Defendants for purposes of competing with Defendants, including,
26 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
27 a prospective employer, and from disclosing who else works at Defendants and under what
28 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed

1 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
2 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
3 Code sections 232, 232.5, and 1197.5, subdivision (k).

4 31. Defendants had and have a policy or practice of preventing Plaintiff and/or other
5 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
6 to their managers or outside to private attorneys or government officials, among others, in violation
7 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
8 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
9 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
10 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
11 of Labor Code section 232 and 232.5.

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

19 33. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
20 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
21 227.3, 245, *et seq.*, 510, 512, 1194, 1194.2, 1197, and California Code of Regulations, Title 8,
22 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
23 meal and rest periods, waiting time penalties, wage statement penalties, failure to indemnify
24 necessary work expenses, and other such provisions of California law, and reasonable attorneys'
25 fees and costs.

26 34. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
27 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
28 prohibiting Defendants from further violating the Labor Code and requiring the establishment of

1 appropriate and effective means to prevent further violations, as well as all monies owed but
2 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
3 restitution of amounts owed.

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

8 **CLASS ACTION ALLEGATIONS**

9 36. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
10 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
11 and former non-exempt employees of Defendants within the State of California at any time
12 commencing five (5) years preceding the filing of Plaintiff's complaint up until the time that notice
13 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

20 **A. Numerosity**

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

25 40. Accounting for employee turnover during the relevant periods necessarily increases
26 this number. Plaintiff alleges Defendants' employment records would provide information as to the
27 number and location of all Class Members. Joinder of all members of the proposed Class is not
28 practicable.

1 **B. Commonality**

2 41. There are questions of law and fact common to Class Members. These common
3 questions include, but are not limited to:

- 4 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
5 worked at a proper overtime rate of pay?
- 6 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
7 for all other time worked at the employee's regular rate of pay and a rate of pay that
8 is greater than the applicable minimum wage?
- 9 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
10 Class Members to take compliant meal periods?
- 11 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
12 with additional wages for missed or interrupted meal periods?
- 13 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
14 Class Members to take compliant rest periods?
- 15 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed rest periods?
- 17 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
18 Members upon termination or resignation all wages earned?
- 19 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
20 section 203?
- 21 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
22 Class Members with accurate wage statements?
- 23 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
24 losses incurred in direct consequence of the discharge of their duties or by obedience
25 to the directions of Defendants as required under Labor Code section 2802?
- 26 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
27 section 17200, *et seq.*, by their unlawful practices as alleged herein?

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

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

4 N. Are Class Members entitled to interest?

5 C. **Typicality**

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

11 D. **Adequacy of Representation**

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

15 E. **Superiority of Class Action**

16 44. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
18 questions of law and fact common to Class Members predominate over any questions affecting only
19 individual Class Members. Class Members have been damaged and are entitled to recovery by
20 reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code
21 at times, as set out herein. Class Members, as further described therein, have been subjected to
22 Defendants' illegal policy and/or practices as a result of Defendants' alleged improper disclosures
23 and authorizations.

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

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1 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

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

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

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

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

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

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

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

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

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

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

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

26 66. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
28 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,

1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FOURTH CAUSE OF ACTION**

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

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

6 68. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by applicable Wage Orders.

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

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

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

79. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully

1 provided wage statements that Defendants knew were not accurate.

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

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

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

17 **SIXTH CAUSE OF ACTION**

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

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

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

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

26 86. For three (3) years prior to the filing of the Complaint in this Action through the
27 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
28 necessary expenditures or losses in direct consequence of the discharge of their duties or at the

1 obedience to the directions of Defendants that included, without limitation: the purchase and
2 maintenance of cellular phones and cellular phone plans.

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

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

9 89. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
10 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
11 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
12 costs of suit.

13 **SEVENTH CAUSE OF ACTION**

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

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

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

28 ///

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

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

11 94. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
12 Procedure section 1032 and interest under Civil Code section 3287.

13 **EIGHTH CAUSE OF ACTION**

14 **(Civil Penalties under Labor Code Private Attorneys' General Act of 2004 –**
15 **Against All Defendants)**

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

18 **A. Civil Penalties Under Labor Code § 210**

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

24 97. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

11 B. Civil Penalties Under Labor Code § 226.3

12 99. Defendant had and have a policy or practice of failing to comply with Labor Code
13 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
14 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
15 wages earned; the name and address of each employer with whom they have been placed to work;
16 all applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
18 entity securing the employer’s services if the employer is a farm labor contractor; and other such
19 information as required by Labor Code section 226, subdivision (a).

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

25 101. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
26 this section are in addition to any other penalty provided by law.”

27 102. Plaintiff are informed and believe, and based thereon allege, that Defendant had and
28 have a policy or practice of failing to furnish non-exempt employees, including, without limitation,

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

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

12 C. Violation of Labor Code § 558

13 104. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
14 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
15 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
16 penalty as follows:

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

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

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

24 105. Plaintiff are informed and believe, and based thereon allege, that Defendant, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
27 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
28 their employment and after their employment separation; receive accurate, itemized wage

1 statements; be provided with the opportunity to inspect employment records; be provided with
2 notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of
3 paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate
4 of pay.

5 106. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
7 civil penalties for Defendant's herein-described Labor Code violations in the amount fifty dollars
8 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
9 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

10 D. Violation of Labor Code § 1174.5

11 107. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
12 every person employing labor in California to "[a]llow any member of the commission or the
13 employees of the Division of Labor Standards Enforcement free access to the place of business or
14 employment of the person to secure any information or make any investigation that they are
15 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
16 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
17 or papers of the person."

18 108. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
19 every person employing labor in California to "[k]eep a record showing the names and addresses of
20 all employees employed and the ages of all minors."

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

1 earned.”

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

7 111. Plaintiff are informed and believe, and based thereon allege, that Defendant have
8 willfully failed to keep adequate or accurate time records including wage statements and similar
9 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
10 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
11 under Labor Code section 1174.

12 112. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendant’s herein-described Labor Code violations in the amount of five
15 hundred dollars (\$500) per violation per Aggrieved Employee.

16 E. Violation of Labor Code § 1197.1

17 113. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
18 person acting either individually or as an officer, agent, or employee of another person, who pays
19 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
20 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
21 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
22 Section 203 as follows:

- 23 i. For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the
25 employee is underpaid. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to
27 Section 1194.2, and any applicable penalties imposed pursuant to Section
28 203.

- 1 ii. For each subsequent violation for the same specific offense, two hundred fifty
2 dollars (\$250) for each underpaid employee for each pay period for which the
3 employee is underpaid regardless of whether the initial violation is
4 intentionally committed. This amount shall be in addition to an amount
5 sufficient to recover underpaid wages, liquidated damages pursuant to
6 Section 1194.2, and any applicable penalties imposed pursuant to Section
7 203.
- 8 iii. Wages, liquidated damages, and any applicable penalties imposed pursuant
9 to Section 203, recovered pursuant to this section shall be paid to the affected
10 employee.”

11 114. Plaintiff are informed and believe, and based thereon allege, that Defendant caused
12 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendant, without
13 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
14 hours worked or otherwise under Defendant’s control due to, without limitation, routinely failing to
15 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
16 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
17 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
18 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

19 115. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendant’s herein-described Labor Code violations in the amount one
22 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
23 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
24 subsequent violation.

25 F. Civil Penalties Under Labor Code § 2699

26 116. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
27 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
28 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or

1 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
2 action brought by an aggrieved employee on behalf of himself or herself and other current or former
3 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

10 118. Plaintiff are informed and believe, and based thereon allege that Defendants, and
11 each of them, violated the Labor Code sections described herein, including, without limitation, for
12 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
13 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
14 employment and after employment separation; provide employees the opportunity to inspect
15 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
16 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
17 and use of paid sick leave; paying employees all owed paid time off and vacation time owed by
18 separation at the proper rate of pay; and placing restraints on competition, whistleblowing and
19 freedom of speech, entitling Plaintiff and other Aggrieved Employees to civil penalties for each of
20 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

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

24 **DEMAND FOR JURY TRIAL**

25 120. Plaintiff demands a trial by jury on all causes of action contained herein.

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PRAYER

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

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages, under Labor Code sections 510, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code section 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);
- G. Waiting time penalties under Labor Code sections 203;
- H. Damages under Labor Code sections 2802;
- I. Damages under Labor Code section 404;
- J. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;
- K. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2699, and 2802, and all other applicable sections listed *infra*;
- M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2699, 2802, and all other applicable sections listed *infra*;
- N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- O. For costs of suit incurred herein;

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

Dated: March 4, 2025

BIBIYAN LAW GROUP, P.C.

BY: 
BRANDON M. CHANG
Attorneys for Plaintiff VERONICA CARDONA on
behalf of herself and all others similarly situated

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

O'HAGAN MEYER LLP
EFTHALIA STAIKOS ROFOS, SBN 309065
E-Mail: trofos@ohaganmeyer.com
KATHERINE C. DEN BLEYKER, SBN 257187
E-Mail: kdenbleyker@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: 213.647.0005; Facsimile: (213) 647-1750

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

Araceli Marquez