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on behalf of the State of California and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

KATHRYN ANN HERRERA, on behalf of the
State of California and all other aggrieved
employees,

Plaintiff,

vs.

THE VINTAGE CLUB COMMUNITY
ASSOCIATION, a California corporation;
VINTAGE CLUB MASTER ASSOCIATION,
a business entity of unknown form; THE
VINTAGE CLUB, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **CVRI 2605652**

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon.

Dept.:

**COMPLAINT FOR REPRESENTATIVE
ACTION FOR PENALTIES UNDER
PRIVATE ATTORNEYS GENERAL ACT,
LABOR CODE § 2698 ET SEQ. FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure To Authorize And Permit Meal Periods Under Labor Code § 226.7;
4. Failure To Authorize And Permit Rest Periods Under Labor Code § 226.7;
5. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
6. Violation of Labor Code § 204;
7. Violation of Labor Code § 203;
8. Illegal Wage Deductions Under Labor Code § 221;
9. Violation of Labor Code § 245, 246; and
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802.

1 Plaintiff KATHRYN ANN HERRERA (hereinafter “Plaintiff”), on behalf of the State of
2 California and all other aggrieved employees of Defendants within the state of California during the
3 relevant time period, complains of Defendants, and each of them, as follows:

4 **INTRODUCTION**

5 1. This is a Representative-Only Action pursuant to the Private Attorney’s General Act
6 of 2004, Labor Code § 2698 *et seq.* (“PAGA”). Plaintiff brings this action solely in a representative
7 capacity on behalf of the State of California and other aggrieved employees who currently work or
8 formerly worked as non-exempt, hourly employees, during the relevant period (“Aggrieved
9 Employees” or “Employees” for Defendants THE VINTAGE CLUB COMMUNITY
10 ASSOCIATION, a California corporation; VINTAGE CLUB MASTER ASSOCIATION, a
11 business entity of unknown form; THE VINTAGE CLUB, a California corporation; and DOES 1
12 through 5 (all defendants being collectively referred to herein as “Defendants”).

13 2. From at least one year prior to June 24, 2026, the date Plaintiff initiated the
14 administrative exhaustion process pursuant to Labor Code § 2698 *et seq.* (LWDA-CM-1186427-
15 26), and continuing through resolution of this action (the “liability period”), Defendants have
16 maintained consistent policies, practices, and procedures, of that resulted in violations of various
17 provisions of the California Labor Code and relevant orders of the Industrial Welfare Commission
18 (“IWC”) including, but not limited to, failing to pay minimum wages and overtime wages, failing
19 to provide Aggrieved Employees with meal and rest periods, failing to issue accurately itemized
20 wage statements, failing to timely pay all wages due to their Employees during their employment
21 and timely upon separation from employment, failing to maintain required records, failing to pay
22 sick pay, and failing to reimburse for necessary business expenses.

23 3. This action seeks recovery for these violations in the form of civil penalties and other
24 amounts as authorized under the PAGA on behalf of the State of California and the Aggrieved
25 Employees.

26 **PARTIES**

27 4. Plaintiff is, and at all relevant times was, an aggrieved employee within the meaning
28 of Labor Code § 2699(c). During the liability period, Plaintiff and other Aggrieved Employees were

1 employed by Defendants as an hourly, non-exempt employees at Defendants' locations in Riverside
2 County, California and throughout California. Moreover, Plaintiff and the other Aggrieved
3 Employees were subjected to Defendants' unlawful policies, practices, and procedures.

4 5. Plaintiff and the Aggrieved Employees of Defendants worked in Defendants'
5 locations and facilities, at Defendants' behest and were subjected to Defendants' uniform policies,
6 practices, and procedures that resulted in violations of the Labor Code and applicable Wage orders,
7 including, but not limited to, working without being paid all wages due and without being provided
8 all their required meal periods and rest breaks.

9 6. Defendant THE VINTAGE CLUB COMMUNITY ASSOCIATION is a California
10 nonprofit corporation that lists its principal address as 75001 Vintage Dr., W Indian Wells, CA
11 92210 with the California Secretary of State. Moreover, on various documents issued by Defendants
12 towards Plaintiff, with the exception of wage statements, THE VINTAGE CLUB COMMUNITY
13 ASSOCIATION is listed as a named employer. Further, the aforementioned address listed with the
14 California Secretary of State is the same address listed on wage statements issued to Plaintiff by
15 Defendants.

16 7. Defendant VINTAGE CLUB MASTER ASSOCIATION is a business entity of
17 unknown origin. "VINTAGE CLUB MASTER ASSOC" is the named employer listed on the wage
18 statements issued to Plaintiff. Further, the wage statements issued to Plaintiff list the same address
19 with the California Secretary of State as that of Defendant THE VINTAGE CLUB COMMUNITY
20 ASSOCIATION.

21 8. Defendant THE VINTAGE CLUB is a California nonprofit corporation that has the
22 same principal address listed with the California Secretary of State as Defendant THE VINTAGE
23 CLUB COMMUNITY ASSOCIATION. Upon information and belief, Defendant THE VINTAGE
24 CLUB was a direct and joint employer of Plaintiff throughout her employment with Defendants.
25 Further, on various documents issued by Defendants to Plaintiff, excluding wage statements, THE
26 VINTAGE CLUB is listed as a named employer. Upon information and belief, Defendants named
27 herein are affiliated with one another through common ownership, management, control, and/or
28 integrated business operations. Plaintiff is further informed and believes, and thereon alleges, that

1 each Defendant acted as a Plaintiff's employer and/or joint employer, and also as an integrated
2 enterprise, alter ego, agent, principal, and/or successor of the other Defendants.

3 9. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
4 were licensed to do business and/or actually doing business in California. Plaintiff does not know
5 the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive
6 and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
7 Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names
8 and capacities as soon as they are ascertained.

9 10. Plaintiff is informed and believes and thereon allege that each Defendant acted in all
10 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
11 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
12 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
13 respects as the employers or joint employers of the Aggrieved Employees.

14 11. Plaintiff is informed and believes and thereon allege that Defendants, and each of
15 them, exercised control over the wages, hours or working conditions of the Aggrieved Employees,
16 created and implemented the policies and practices that governed the employment of the Aggrieved
17 Employees and dictated their job duties and responsibilities, or otherwise suffered or permitted the
18 Aggrieved Employees to work, or engaged them, thereby creating a common law employment
19 relationship with the Aggrieved Employees. Therefore, Defendants, and each of them, employed or
20 jointly employed the Aggrieved Employees.

21 12. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were in some manner legally responsible for the events, happenings, and circumstances
23 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
24 or any other person, employed or exercised control over the wages, hours, or working conditions of
25 the Aggrieved Employees.

26 13. Defendants, and each of them, proximately subjected the Aggrieved Employees to
27 the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

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14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

16. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

17. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged herein.

18. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

JURISDICTION AND VENUE

19. The California Superior Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and Labor Code § 2698, *et seq.* (“the PAGA”). This Action is brought as a Representative Action on behalf of the State of California and all similarly Aggrieved Employees of Defendants pursuant to the PAGA.

20. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, the Aggrieved Employees herein were all California citizens and Defendants conducted substantial business operations within California. Moreover, Defendants THE VINTAGE CLUB COMMUNITY ASSOCIATION and THE VINTAGE CLUB are California corporations. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

21. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred, at least in part in Riverside County and at Defendants' facilities in Riverside County, along with any other California locations.

SUMMARY OF CLAIMS

22. During the liability period, Plaintiff worked for Defendants as a non-exempt Administrative Assistant, and in that capacity, experienced and observed Defendants subjecting the Aggrieved Employees to their policies, practices, and procedures, including the policies, practices, and procedures that resulted in violations of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

23. During Plaintiff's employment with Defendants, she worked as an Administrative Assistant at Defendants' country club facilities and offices in Riverside County providing secretarial and property management services and related services to Defendants and their customers. Plaintiff's job duties included meeting with answering telephone calls, maintaining and inputting homeowner information and records, assisting with annual disclosure mailings, processing incoming and outgoing mail, preparing and distributing homeowner welcome packets, and generating and transmitting work orders. Plaintiff was also responsible for coordinating and managing small property rentals and generally assisting the Property Manager with administrative and operational functions necessary for the day-to-day management of the property.

24. Plaintiff generally worked 40 hours per week, and five shifts per week. Plaintiff's scheduled hours were generally from 8:00 a.m. to 4:30 p.m., depending on management and work-demands for the day. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours, and during her meal breaks, and was not paid for all her hours worked at the regular rate and at the correct overtime rates.

25. During the relevant liability period, Defendants maintained uniform policies, practices, and procedures that resulted in the Aggrieved Employees to work off the clock and failed to pay them at the appropriate rates for all hours worked, and failed to provide the Aggrieved Employees with lawful meal and rest periods. Further, Defendants failed to record accurate time

1 worked by these Aggrieved Employees, and provided the Aggrieved Employees with inaccurate
2 wage statements that prevented them from learning of these unlawful pay practices, failed to pay
3 Aggrieved Employees all wages due and owing at termination or resignation, failed to pay sick pay,
4 and failed to reimburse Aggrieved Employees for all necessary business expenses, as required by
5 the Labor Code and the applicable paragraphs of the IWC Wage Orders.

6 26. With regard to the Aggrieved Employees, Defendants have committed the following
7 violations:

8 a. **Failure to Pay Minimum Wages.** Defendants' policy and practice of requiring
9 systematic off-the-clock work flowed in large part from their unlawful policies and timekeeping
10 practices. Prior to entering Defendants country club and housing community, the Aggrieved
11 Employees were required to stop at a guarded access point, lower their vehicle window, present
12 their employee identification card, and wait while security personnel verified and scanned their
13 cards before allowing entry. Defendants additionally required the Aggrieved Employees to maintain
14 current vehicle insurance information, which Defendants monitored and required the Aggrieved
15 Employees to periodically update through their security system. Often, there was vehicle traffic
16 which compelled the Aggrieved Employees to wait in line before finally undergoing Defendants'
17 mandated security procedure, resulting in additional time the Aggrieved Employees were
18 uncompensated while off the clock yet under Defendants' control.

19 After being granted access to Defendants' community, the Aggrieved Employees were
20 required to park in designated employee parking areas. During large events, Defendants would
21 require employees to park farther away in order to preserve more convenient parking spaces for
22 residents, guests, and for other event-related purposes. The Aggrieved Employees a typically parked
23 in the designated employee parking area known as "GRAMPS Park." From there, the Aggrieved
24 Employees were required to walk to the location where they were expected to record their time.
25 Upon information and belief, "GRAMPS Park" was located approximately 500 feet away from the
26 timekeeping systems where Defendants required the Aggrieved Employees to record their shift start
27 and end times.

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1 Additionally, Defendants required the Aggrieved Employees to clock in using an employer-
2 issued iPad equipped with facial-recognition technology. However, the timekeeping process was
3 plagued by recurring technological issues. The Aggrieved Employees frequently experienced delays
4 because the facial-recognition system failed to properly recognize them, and poor lighting
5 conditions in the designated clock-in areas further exacerbated these issues. The Aggrieved
6 Employees repeatedly requested permission to utilize their employee identification numbers to
7 access the timekeeping system, which would have streamlined the process, but Defendants
8 prohibited such practice and required the Aggrieved Employees to continue using the facial-
9 recognition system. Moreover, the timekeeping systems were located throughout the property,
10 including in the main office, security office, and kitchen. Upon information and belief, the
11 Aggrieved Employees routinely experienced difficulties because facial-recognition approval was
12 inconsistent from one device to another, causing delays before they could record their time and
13 resulting in systematic inaccurate timekeeping records being maintained under Defendants'
14 uniformly applied unlawful practices.

15 Moreover, Defendants did not provide the Aggrieved Employees with all legally compliant
16 meal periods as required under California Law. Due to Defendants' practice of understaffing for
17 daily and event specific operations while also imposing an unrelenting and demanding workload,
18 and Defendants' unlawful timekeeping policies and practices, the Aggrieved Employees frequently
19 required to take late, interrupted, or shortened meal periods. On more than one occasion,
20 Defendants' understaffing and rigorous job duties compelled the Aggrieved Employees to endure
21 frequently interrupted meal periods. Also, if the Aggrieved Employees wanted to leave Defendants'
22 premises during a meal period, they had to walk to a timekeeping device to clock out for lunch and
23 then walk a significant distance to the designated employee parking areas, and then progress through
24 Defendants' screening and security protocols. This exiting process occupied the initial portion of
25 the Aggrieved Employees' required 30 minute meal period, and given that they had to repeat the
26 process in reverse to return from their meal period, there was little to no portion of their allocated
27 30 minutes remaining to enjoy an off-duty meal break. Defendants' uniformly applied policies and
28 management expectations thus effectively required the Aggrieved Employees to end their meal

1 periods early and begin returning to work before the expiration of the thirty-minute meal period.
2 Management expected the Aggrieved Employees to be back and ready to resume their duties
3 immediately upon completion of the thirtieth minute, causing the Aggrieved Employees to also
4 spend a substantial portion of their meal periods traveling to the timekeeping device at their
5 workstation. Consequently, the Aggrieved Employees were not relieved of all duty for a full,
6 uninterrupted thirty-minute meal period and routinely performed work-related activities and
7 remained under Defendants' control during substantial portions of their purported meal periods.
8 Considering the time spent under Defendants' control required to leave the premises for 30 minute
9 meal periods, it necessarily follows that the Aggrieved Employees were unable to leave Defendants'
10 premises during 10 minute rest breaks. As Defendants systematically the Aggrieved Employees to
11 remain under their control and perform work duties during meal breaks and rest periods, which were
12 uncompensated or not off-duty or both, Defendants committed further ongoing violations for failure
13 to pay wages.

14 Additionally, Defendants required the Aggrieved Employees to carry their personal
15 cellphones with them at all times, and Defendants exerted control over Employees during their
16 unpaid meal periods, off-duty rest breaks, and after work hours, to conduct work-related activities
17 and complete their ongoing job duties, including when responding to work-related communications.

18 **b. Failure to pay wages and overtime.** Overtime hours were generally not allowed,
19 but the Aggrieved Employees were often compelled to work many regular and overtime hours off-
20 the-clock and without compensation, as addressed above. The Aggrieved Employees were therefore
21 not paid for all their hours worked at the required minimum, overtime, and double time wage rates
22 due to Defendants' uniformly applied and unlawful policy and practice of requiring them to work
23 off the clock and without pay. Additionally, Defendants systematically miscalculated the underlying
24 regular rate for overtime and underpaid the Aggrieved Employees by failing to include all forms of
25 remuneration received in the regular rate used to calculate and pay overtime. Defendants therefore
26 failed to pay all wages for all hours worked at the required overtime rates for all hours over eight in
27 a work shift or over forty in a work week, and all hours over twelve in a day at the required double
28 time rate.

1 Additionally, available pay records and timekeeping records demonstrate discrepancies
2 between the Aggrieved Employees' actual hours worked and the overtime hours reflected on their
3 wage statements. Specifically, the Aggrieved Employees regularly worked hours in excess of those
4 for which they were compensated, and the overtime hours reported on their wage statements failed
5 to accurately capture all overtime hours worked. As a result, the Aggrieved Employees were not
6 paid all overtime wages owed and Defendants furnished inaccurate wage statements that did not
7 accurately reflect the total hours worked.

8 Therefore, during the relevant liability period, Defendants had a consistent policy or practice
9 of failing to pay Employees for all hours worked and failing to pay minimum wages for all time
10 worked. Also, during the relevant liability period, Defendants had a consistent policy or practice of
11 failing to pay the Aggrieved Employees overtime compensation at premium overtime rates for all
12 hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all
13 hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the
14 corresponding sections of IWC Wage Orders.

15 To the extent Defendants paid any overtime premium wages for any hours worked by the
16 Aggrieved Employees, they failed to begin paying it when owed due to off-the-clock work pre-shift,
17 during meal periods, and post-shift. Additionally, to the extent Defendants paid bonuses or any other
18 form of additional remuneration beyond hourly rates, they failed to include these amounts in the
19 regular rate used to calculate and pay the Aggrieved Employees the overtime hours Defendants did
20 pay.

21 **c. Failure to authorize and permit meal periods.** Defendants failed to provide the
22 Aggrieved Employees with all legally required unpaid, off-duty meal periods, in violation of the
23 applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy
24 or practice which provided or recorded all the legally required unpaid, off-duty meal periods or
25 which authorized and permitted all legally required paid, off-duty meal periods to the Aggrieved
26 Employees.

27 The Aggrieved Employees were non-exempt employees who regularly worked shifts in
28 excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite this, they

1 were often required to do so without receiving a lawful and timely meal break or were required to
2 take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job
3 duties and job requirements and pressure placed upon them by Defendants' management. More
4 specifically, Defendants required the Aggrieved Employees to perform off-the-clock work in a
5 manner that would impact their timing and ability to take meal periods, including requiring them to
6 respond to work-related calls, inquiries, and other demands during breaks and to go through the
7 exiting and entering process addressed in detail above in connection with wage violations. These
8 practices evidenced the control that Defendants exerted over the Aggrieved Employees and resulted
9 in further systematic and ongoing meal period violations.

10 Additionally, Defendants would interrupt the Aggrieved Employees during their meal
11 periods in order to complete work tasks on time. To whatever extent there was ever a schedule for
12 meal periods, it went by the wayside quickly as there always seemed to be management and work
13 demands to attend to. The Aggrieved Employees' conformity to these policies required them to end
14 their meal periods early in order to make it back to their workstations by the end of the 30th minute.
15 This led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The
16 excessive workloads, management expectations, and constant job demands also contributed to the
17 Aggrieved Employees working through meal periods or not taking them or taking them late so work
18 could be accomplished or they were required to remain under Defendants' control during meal
19 periods. Upon information and belief, to whatever extent Defendants attempt to rely upon alleged
20 meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by
21 the Aggrieved Employees.

22 Therefore, Defendants maintained policies and procedures that resulted in systematic meal
23 period violations throughout the PAGA liability period. Defendants failed to provide the Aggrieved
24 Employees with all legally required off-duty, unpaid meal periods when they worked shifts of more
25 than five hours and/or failed to pay meal period penalties for missed meal periods, as required by
26 the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay the Aggrieved
27 Employees a meal period premium, they failed to do so at the correct hourly rate of compensation
28 by miscalculating the regular rate and failing to include the meal premium in it.

1 During the applicable time period, the Aggrieved Employees were unable to take off duty
2 meal breaks or were otherwise not provided with the opportunity to take required breaks as required
3 under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions
4 when the Aggrieved Employees were provided with a meal period, it was often untimely,
5 interrupted, or impermissibly shortened, and Employees were not provided with one hour's wages
6 in lieu thereof. Additionally, Defendants also failed to pay the Aggrieved Employees "premium
7 pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each
8 meal period that Defendants failed to provide or deficiently provided.

9 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize and
10 permit the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours
11 of shift work, or major fraction thereof. The Aggrieved Employees were either not authorized or
12 permitted the opportunity to take a rest break or were required to remain under Defendants' control
13 and respond to calls and instructions from management and job demands if and when they even
14 attempted to take one. Upon information and belief and given the control they exerted over the
15 Aggrieved Employees during breaks as addressed above, Defendants thus also failed to authorize
16 and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and
17 practice of requiring the Aggrieved Employees to remain under their control during required off-
18 duty rest break times.

19 Rest breaks were not scheduled, and during the PAGA liability period, the Aggrieved
20 Employees were permitted to take his rest breaks only when an unlikely break in his work demands
21 presented an opportunity. Therefore, the Aggrieved Employees frequently had to skip out on his
22 legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply
23 with management quotas and job demands, despite being entitled to receive at least two paid, timely,
24 uninterrupted, and duty-free ten minute rest breaks during each of his work shifts.

25 Defendants' uniformly applied policies and practices thus resulted in untimely and shortened
26 or on-duty rest breaks if and when the Aggrieved Employees attempted to take one. The Aggrieved
27 Employees worked shifts of at least eight hours, which required at least two rest breaks, and
28 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the

1 occasions when Defendants authorized and permitted the Aggrieved Employees to take a first rest
2 break, they were often forced to skip out on a second and/or a third break, and those that were
3 provided were often late and generally interrupted by job duties and requirements.

4 During rest periods, employers must relieve employees of all duties and relinquish control
5 over how employees spend their time. The Aggrieved Employees were and are under Defendants'
6 control when they are working through rest breaks and are unable to use their rest break time as they
7 saw fit. Defendants failed to provide rest breaks, but in the event that the Aggrieved Employees
8 attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest
9 breaks to the Aggrieved Employees. The Aggrieved Employees were thus not authorized and
10 permitted to take lawful rest periods, were systematically required by Defendants to work through
11 or during breaks, and were not provided with one hour's wages in lieu thereof. They were required
12 to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely
13 or shortened and on-duty, and they were also prevented from leaving the premises and otherwise
14 were required to remain under Defendants' control during rest breaks under Defendants' uniformly
15 applied policies and practices. Defendants also failed to pay the Aggrieved Employees "premium
16 pay," i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

17 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
18 consistently failed to provide the Aggrieved Employees with timely, accurate, and itemized wage
19 statements, in writing, as required by California wage-and-hour laws. More specifically, Defendants
20 also failed to provide the Aggrieved Employees with complete and accurate wage statements, as
21 those provided failed to show, among other things, the correct wages owed for time worked,
22 including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code §
23 226 provides that every employer shall furnish each of his or her employees with an accurate
24 itemized wage statement in writing showing, among other things, gross wages earned and all
25 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
26 at each hourly rate. The wage statements Defendants provided to the Aggrieved Employees failed
27 to list or to accurately list the wage rates or the hours worked at those rates during the pay period
28 which led to the calculated pay listed by Defendants without any further detail.

1 In addition to derivative violations, Defendants also committed facial violations of Labor
2 Code § 226 by providing wage statements to the Aggrieved Employees that failed to show or
3 otherwise list and comply with the specific requirements of Labor Code §§ 226(a)(1) through
4 226(a)(9). More specifically, Defendants failed to accurately list the Employer on wage statements
5 they issued throughout the applicable time period, resulting in direct violations of Labor Code §
6 226(a)(8). Additionally, Defendants issued wage statements that did not accurately reflect the total
7 hours worked and wages earned, resulting in direct violations of Labor Code § 226(a)(2) by all the
8 off the clock work addressed above, and failed to accurately pay all gross wages earned under Labor
9 Code § 226(a)(1) and failure to accurately list hourly and overtime rates under Labor Code §
10 226(a)(9) by failing to include all remuneration in the regular rate used to calculate and pay overtime
11 wages, sick pay, meal period premium payments and the like.

12 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
13 reporting total hours worked and total wages earned by the Aggrieved Employees, along with the
14 appropriate applicable rates, among other requirements. Defendants have also failed to comply with
15 paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records
16 showing when the employee begins and ends each work period, meal periods, and wages earned
17 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
18 deductions from payment of wages and accurately reporting total hours worked.

19 **f. Violation of Labor Code § 204.** Defendants required the Aggrieved Employees to
20 work off-the-clock without proper compensation, including time worked after clocking out of shifts
21 or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal and rest
22 periods. Defendants also failed to pay all overtime premium wages owed for work performed during
23 a work shift and a workweek, as alleged above. As a result, Defendants maintained a uniform and
24 consistent policy and practice of failing to timely pay all wages owed to the Aggrieved Employees,
25 in violation of California wage-and-hour laws, including Labor Code § 204.

26 **g. Violation of Labor Code § 203.** Defendants have followed a uniform and consistent
27 policy of failing to pay all wages owed to the Aggrieved Employees at the time of their termination
28 or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

1 In view of the above addressed violations, Defendants have also failed to pay all wages owed to the
2 Aggrieved Employees at termination in accordance with the requirements of Labor Code § 201-203.

3 **h. Illegal wage deductions under Labor Code § 221.** Defendants have consistently
4 violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages,
5 including by the above described off-the-clock work and other wage violations, including requiring
6 on-duty work during unpaid meal breaks. Defendants have consistently and unlawfully collected or
7 received wages from Employees by not compensating the Aggrieved Employees for all hours
8 worked, including on-duty meal periods they were required to endure under Defendants' policies
9 and practices. Defendants thus unlawfully deducted wages earned by and owed to the Aggrieved
10 Employees, in violation of Labor Code § 221.

11 **i. Violation of Labor Code §§ 245, 246.** Defendants have followed a uniform and
12 consistent policy of failing to provide the Aggrieved Employees with all paid sick leave required by
13 California law. At all relevant times, the Aggrieved Employees were non-exempt employees entitled
14 to accrue and use paid sick leave pursuant to Labor Code § 246. Despite these requirements,
15 Defendants failed to provide the Aggrieved Employees with all paid sick leave to which they were
16 entitled to. Upon information and belief, Defendants failed to properly accrue, provide, track, and/or
17 permit the use of paid sick leave in accordance with Labor Code §§ 245 and 246.

18 **j. Failure to reimburse necessary business expenses.** During the relevant liability
19 period, Defendants have regularly required the Aggrieved Employees to incur necessary business
20 expenses in the course of performing their required job duties without reimbursement. These
21 expenses included the use of personal cell phones for work-related activities, such as
22 communications with management and vendors, as required by Defendants. Upon information and
23 belief, the Aggrieved Employees' wage statements do not reflect reimbursements for these and other
24 such necessary business expenses. Defendants were required to reimburse the Aggrieved Employees
25 for all necessary work related expenditures pursuant to Labor Code § 2802, but they systematically
26 failed to do so.

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PAGA NOTICE AND ALLEGATIONS

27. Plaintiff brings this PAGA representative action on behalf of the State of California and all other Aggrieved Employees employed by Defendants during the liability period pursuant to Labor Code § 2698 et seq. Plaintiff and the Employees are aggrieved under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and in Plaintiff's PAGA Notice Letters to the LWDA and either were or are employed by the alleged violators, Defendants. At all times during the liability period, Plaintiff and the Aggrieved Employees were employees of Defendants subject to the protections of the California Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

28. As described above, Defendants failed to pay all earned wages for all hours worked and overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, and failed to pay wages timely or twice monthly and upon termination or resignation, failed to timely pay wages on a semimonthly basis, failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, and failed to reimburse for necessary business expenses, among other violations. Each of these violations give rise to penalties under the PAGA.

29. As such, Plaintiff, on behalf of the State of California and the Aggrieved Employees, seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 245, 246, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198, 1199, 2802, 2698 *et seq.*

30. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff now assert, as a representative-only action on behalf of the California Attorney General and the State of California and the Aggrieved Employees, PAGA claims for violations of the underlying claims addressed herein and seeking penalties as specified by the applicable corresponding provisions, including as follows:

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1 31. Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay
2 and minimum wages for regular hours worked and for failure to pay overtime premium wages for
3 overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K),
4 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory
5 penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199,
6 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

7 32. Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-
8 duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty,
9 timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§
10 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s)
11 seeking all civil and statutory penalties available and applicable, including under paragraph 20 of
12 the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including
13 sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor
14 Code § 2699(g)(1);

15 33. Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
16 the Aggrieved Employees with accurate, itemized wage statements and failure to maintain
17 employment records for the Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and
18 Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory
19 penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199,
20 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees
21 and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage
22 statements and failing to maintain records as required under Labor Code § 226(a), Defendants
23 committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in
24 addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two
25 hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
26 (\$1,000) per employee for each violation in a subsequent citation, ...";

27 34. Failure to Timely Pay Wages: For failure to timely pay all wages owed to the
28 Aggrieved Employees, including at least semi-monthly and upon separation or termination, under

1 Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and
2 applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and
3 paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to
4 Labor Code § 2699(g)(1);

5 35. Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants'
6 unlawful deductions from the Aggrieved Employees' wages and for Defendants' failure to
7 reimburse the Aggrieved Employees for the necessary work related expenses incurred under Labor
8 Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC
9 Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197,
10 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and
11 also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

12 36. All Other Alleged Violations of the Labor code and IWC Wage Orders: For any
13 above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders
14 constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties
15 available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC
16 Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

17 37. The penalties will be allocated under Labor Code § 2699(i) as follows: 65% to the
18 Labor and Workforce Development Agency (LWDA) and 35% to the affected employees.

19 38. As also addressed above, Plaintiff also seeks, on behalf of the Aggrieved Employees,
20 the penalties and remedies set forth in the Labor Code § 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare
24 Commission shall be subject to a civil penalty as follows: (1) For any
25 initial violation, fifty dollars (\$50) for each underpaid employee for each
26 pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover underpaid wages. (2) For each subsequent
28 violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages...

(b) If upon inspection or investigation the Labor Commissioner determines
that a person had paid or caused to be paid a wage for overtime work in

1 violation of any provision of this chapter, or any provision regulating
2 hours and days of work in any order of the Industrial Welfare
3 Commission, the Labor Commissioner may issue a citation. The
4 procedures for issuing, contesting, and enforcing judgments for citations
or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

5 (c) The civil penalties provided for in this section are in addition to any other
6 civil or criminal penalty provided by law.

7 39. Plaintiff has exhausted the necessary administrative remedy by sending a certified
8 letter to the LWDA and Defendants postmarked on June 24, 2026, addressing in detail the specific
9 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
10 to support the alleged violations (LWDA- CM-1186427-26).

11 40. The LWDA has not provided notice of its intent to investigate the alleged violations
12 within 65 calendar days of the postmark date of the letter, Plaintiff is entitled to file this Complaint
13 following full compliance and exhaustion of the notice requirements under the PAGA and are
14 entitled to seek civil penalty assessments against Defendants on behalf of the Aggrieved Employees
15 and as a Representative of the State of California as hereinafter alleged and in accordance with the
16 law, in addition to costs and reasonable attorneys' fees as provided by the PAGA statute. Plaintiff
17 alleges that the notice period provided by statute has expired and this PAGA only Complaint will
18 then be proper pursuant to Labor Code §2699.3(a)(2)(C).

19 41. Further, as of July 27, 2026 (33 calendar days after Plaintiff's LWDA letter was
20 mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice
21 by certified mail that the alleged violations have been cured, including a description of the actions
22 taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to
23 commence a civil action that includes a cause of action under Labor Code § 2699

24 42. This action has been brought and may be properly maintained as a representative
25 action under the provisions of Labor Code § 2698 *et seq.* seeking civil and statutory penalties and
26 wages based, *inter alia*, on the following claims addressed in detail herein:

- 27 a. Defendants failed to pay Employees minimum wages, including for all hours
28 worked;

- b. Defendants failed to pay Employees wages for all hours worked;
- c. Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- e. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- f. Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or cooldown periods or provide premium pay in lieu thereof;
- g. Defendants' conduct was willful;
- h. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements;
- i. Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- j. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants violated Labor Code § 221;
- l. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- m. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **PENALTIES UNDER THE PAGA FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 43. Plaintiff incorporates by reference and realleges all preceding paragraphs, as though
6 set forth in full herein.

7 44. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil penalties
8 and remedies for each Aggrieved Employee for each pay period in the applicable statute of
9 limitations in which the Aggrieved Employee was not paid for all hours worked for each pay period,
10 plus reasonable attorneys' fees and costs.

11 45. The Private Attorneys General Act of 2004 ("PAGA") provides that:

12 ... an aggrieved employee may recover the civil penalty described in
13 subdivision (I) in a civil action pursuant to the procedures specified in Section
14 2699.3 filed on behalf of himself or herself and other current or former
15 employees against whom one or more of the alleged violations was
16 committed. Any employee who prevails in any action shall be entitled to an
17 award of reasonable attorney's fees and costs. Nothing in this part shall
operate to limit an employee's right to pursue or recover other remedies
available under state or federal law, either separately or concurrently with an
action taken under this part. (Labor Code § 2699(g)(1)).

18 46. Plaintiff is "Aggrieved Employees" under the PAGA, was employed by Defendants
19 during the applicable statutory period and suffered one or more of the California Labor Code
20 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of the State of California
21 and all other current and former Aggrieved Employees, as defined above, the civil penalties provided
22 by the PAGA, plus reasonable attorneys' fees and costs, after having satisfied the PAGA notice
23 requirements as set forth above.

24 47. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to
25 recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts
26 of Defendants to the extent provided by law as a Representative Action, including reasonable
27 attorneys' fees and costs, and for civil or statutory penalties as permitted by Labor Code § 558, as a
28 separate penalty provided by the PAGA statute. Plaintiff, on behalf of the State of California and the

1 Aggrieved Employees, seeks penalties against Defendants for failure to provide the Aggrieved
2 Employees proper regular pay and minimum wages for regular hours worked and/or overtime
3 premium pay for overtime hours worked during the applicable statutory period pursuant to section
4 558, and also pursuant to the default PAGA penalties provisions of Labor Code § 2699(f)(2).

5 48. In California, employees must be paid at least the applicable state minimum wage for
6 all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs
7 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor
8 Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay
9 its employees for all hours worked. Defendants failed to do so.

10 49. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
11 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
12 employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable
13 minimum wage rate fixed by the commission for work during the relevant period is found in the
14 Wage Orders.

15 50. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work
17 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
19 of the full amount of this minimum wage or overtime compensation, including interest thereon,
20 reasonable attorney's fees and costs of suit."

21 51. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
22 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
23 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
24 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
25 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
26 the absence of a contractually agreed upon one.

27 52. Defendants, as a matter of established company policy and procedures, and at each
28 and every facility owned and/or operated by Defendants, consistently administered uniform

1 company-wide pay policies and practices applicable to the Employee and the Aggrieved Employees,
2 including, but not limited to:

- 3 a. Requiring the Aggrieved Employees to engage in off-the-clock work before
4 being allowed to clock in for the start of their shifts;
- 5 b. Requiring the Aggrieved Employees to engage in off-the-clock work-related
6 tasks after clocking out for the end of their shifts; and
- 7 c. Requiring the Aggrieved Employees to engage in off-the-clock work-related
8 tasks during their scheduled meal periods; and
- 9 d. Requiring the Aggrieved Employees to use their personal mobile devices for
10 work-related tasks, including before and/or after their shifts.

11 53. In committing these violations of the California Labor Code, Defendants inaccurately
12 recorded, or required the Aggrieved Employees to input times that did not reflect their actual hours
13 worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by the
14 Aggrieved Employees, including by requiring off-the-clock work as addressed in detail above.
15 Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
16 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
17 applicable laws and regulations. As a result of these violations, Defendants also failed to timely pay
18 all wages earned in accordance with California Labor Code § 1194.

19 54. Pursuant to California Labor Code § 1194.2, the Aggrieved Employees are also
20 further entitled to the following remedies: "In any action under Section 1194 . . . to recover wages
21 because of the payment of a wage less than the minimum wages fixed by an order of the commission,
22 an employee shall be entitled to recover liquidated damages in an amount equal to the wages
23 unlawfully unpaid and interest thereon."

24 55. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
25 1197.1, the Aggrieved Employees are entitled to recover a penalty of \$100.00 for the initial failure
26 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
27 employee minimum wages.

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1 56. Labor Code § 1198 also requires that: "The maximum hours of work and the standard
2 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
3 conditions of labor for employees. The employment of any employee for longer hours than those
4 fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code §
5 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order
6 provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a
7 representative PAGA action may be commenced under Labor Code § 2699.3.

8 57. Additionally, Labor Code § 1199 provides that: "Every employer or other person
9 acting either individually or as an officer, agent, or employee of another person is guilty of a
10 misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100)..., who does
11 any of the following: (a) Requires or causes any employee to work for longer hours than those fixed,
12 or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid
13 to any employee a wage less than the minimum fixed by an order of the commission...."

14 58. IWC Wage Order No. 1 § 20 addresses further penalties as follows: "(A) In addition
15 to any other civil penalties provided by law, any employer or any other person acting on behalf of
16 the employer who violates, or causes to be violated, the provisions of this order, shall be subject to
17 the civil penalty of: (1) Initial Violation - \$50.00 for each underpaid employee for each pay period
18 during which the employee was underpaid in addition to the amount which is sufficient to recover
19 unpaid wages. (2) Subsequent Violations - \$100.00 for each underpaid employee for each pay period
20 during which the employee was underpaid in addition to an amount which is sufficient to recover
21 unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

22 59. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which
23 a civil penalty is specifically provided, there is established a civil penalty for a violation of these
24 provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more
25 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay
26 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
27 period for each subsequent violation."

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60. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,,... 221, ,...510, 512,,... 1194, 1197, 1197.1 and 1198,...1199", and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

61. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate the Aggrieved Employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

62. As such, Defendants are liable for PAGA penalties resulting from their failure to provide the Aggrieved Employees minimum wages and all wages owed for all hours worked. Accordingly, Plaintiff, on behalf of the State of California and the Aggrieved Employees, hereby seeks through this representative-only action, all civil and statutory penalties authorized for violations of California Labor Code §§ 204, 221, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code §§ 2699(g)(1).

SECOND CAUSE OF ACTION

PENALTIES UNDER THE PAGA FAILURE TO PAY OVERTIME WAGES

(Against All Defendants)

63. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

64. Pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above. Plaintiff, on behalf of the State of California and the Aggrieved Employees, further seeks civil penalties pursuant to Labor Code 558(a)(1-2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to pay all overtime wages in violation of the

underlying Labor Code sections addressed herein.

65. Plaintiff is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above. Plaintiff, on behalf of the State of California and the Aggrieved Employees, further seeks civil penalties pursuant to Labor Code 558(a)(1)-(2) and Labor code 2699(f)(2), as detailed above, for Defendants' failure to pay all overtime wages in violation of the underlying Labor code sections addressed herein.

66. California Labor Code § 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Division of Labor Standards and Enforcement.

67. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

68. To the extent Defendants failed to pay overtime and double time wages as required under Labor Code § 511 and in connection with unlawful alternative workweek schedules that were neither the result of required elections nor recorded with the Department of Industrial Relations, Defendants committed ongoing and systematic violations by failing to pay for all hours worked and failing to pay them at the required regular and overtime rates under the Labor Code.

69. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours or required Aggrieved Employees to do so, or otherwise caused

1 them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time
2 and overtime wages and other benefits, in violation of the California Labor Code, the California
3 Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor
4 Standards and Enforcement.

5 70. Defendants have also violated these provisions by requiring the Aggrieved
6 Employees to work through meal periods when they were required to be clocked out or to otherwise
7 work off the clock to complete their daily job duties or remain under Defendant's control. When
8 considered in combination with the unlawful rounding to their detriment, Aggrieved Employees
9 were not properly compensated, nor were they paid overtime rates or the correct overtime rate
10 (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a
11 given week. Based on information and belief, Defendants did not make available to Employees a
12 reasonable protocol for correcting time records when they worked overtime hours or to fix incorrect
13 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.

14 71. Defendants' failure to pay the Aggrieved Employees the unpaid balance of regular
15 wages owed and overtime compensation for all hours worked, as required by California law, violates
16 the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC Wage
17 Order, and is therefore unlawful. Defendants also failed to correctly calculate the regular rate used
18 to calculate and pay overtime, and meal and rest premiums, as addressed above.

19 72. Labor Code § 1198 also requires that: "The maximum hours of work and the standard
20 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
21 conditions of labor for employees. The employment of any employee for longer hours than those
22 fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code §
23 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order
24 provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a
25 representative PAGA action may be commenced under Labor Code § 2699.3. Section 20 of IWC
26 Wage Orders addresses further penalties derived from Section 1198 violations.

27 73. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for
28 which a civil penalty is specifically provided, there is established a civil penalty for a violation of

1 these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or
2 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
3 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
4 pay period for each subsequent violation.”

5 74. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
6 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
7 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor code
8 § 2699.5 provides, in pertinent part that: [t]he provisions of subdivision (a) of Section 2699.3 apply
9 to any alleged violation of the following provisions: [Labor Code §§] 204, ...510, 512... 1194, 1197,
10 1197.1, and 1198...1199” among the provisions of the code that allow for recovery of civil penalties
11 pursuant to the PAGA. As a direct and proximate result of Defendants’ unlawful acts, as alleged in
12 detail herein, the Aggrieved Employees have been deprived, and continue to be deprived, of
13 overtime wages owed for all hours they worked. Plaintiff has fully complied with procedures
14 specified in Labor Code § 2699.3.

15 75. Additionally, Labor Code § 558(a) provides “any employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
18 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
19 pay period for which the employee was underpaid in addition to an amount sufficient to recover
20 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
23 the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section
24 are in addition to any other civil or criminal penalty provided by law.” Defendants have violated
25 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
26 Accordingly, the Aggrieved Employees are entitled to the remedies set forth in Labor Code § 558.
27 As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide the
28 Aggrieved Employees overtime and premium wages for all hours worked.

1 76. Accordingly, Plaintiff on behalf of the state of California and the Aggrieved
2 Employees, hereby seeks through his representative-only action, all civil and statutory penalties
3 authorized for violations of California Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1,
4 1198, 1199, and 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage
5 Order(s), and Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

6 **THIRD CAUSE OF ACTION**

7 **PENALTIES UNDER THE PAGA FOR FAILURE TO AUTHORIZE AND PERMIT**

8 **MEAL PERIODS**

9 **(Against All Defendants)**

10 77. Plaintiff incorporates by reference and realleges each and every one of the allegations
11 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

12 78. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks
13 civil penalties against Defendants for failure to provide the Aggrieved Employees lawful off-duty
14 unpaid meal periods. Pursuant to Labor Code § 2699, Plaintiff seek all applicable PAGA civil
15 penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute
16 of limitations in which the Aggrieved Employee was not provided with a meal period, plus
17 reasonable attorneys' fees and costs. Plaintiff is entitled to bring this claim pursuant to Labor Code
18 § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above. Plaintiff,
19 on behalf of the State of California and the Aggrieved Employees, further seeks civil penalties
20 pursuant to Labor Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for Defendants'
21 failure to provide all required meal periods in violation of the underlying Labor Code sections
22 addressed herein.

23 79. Employees regularly worked shifts greater than five (5) hours and in some instances,
24 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
25 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without
26 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more
27 than ten (10) hours without providing him or her with a second meal period of not less than thirty
28 (30) minutes.

1 80. Defendants failed to provide Employees with meal periods as required under the
2 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees did not have
3 scheduled meal periods. Employees were often required to work or to otherwise remain under
4 Defendants' control during meal periods, or Defendants provided them after Employees worked
5 beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by
6 work demands and requirements to perform off-the-clock work and remain under Defendants'
7 control. Furthermore, upon information and belief, on the occasions when Employees worked more
8 than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute
9 meal period as required by law. Defendants thus failed to provide the Aggrieved Employees with
10 meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
11 including by not providing them with the opportunity to take meal breaks, by providing them late
12 or for less than thirty minutes, or by requiring them to perform work during breaks.

13 81. Moreover, Defendants failed to compensate Employees for each meal period not
14 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
15 of the applicable IWC Wage Orders. These sections provide that if an employer fails to provide an
16 employee a meal period in accordance with applicable law, the employer shall pay the employee
17 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
18 period is not provided. To the extent Defendants did make any such payments to the Aggrieved
19 Employees, they failed to do so for the vast majority of the violations. Defendants failed to
20 compensate the Aggrieved Employees for each meal period not provided or inadequately provided,
21 as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

22 82. Premium pay denied lawful meal and rest periods is considered a "wage" rather than
23 a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114; *Naranjo v.*
24 *Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022). Plaintiff, on behalf of the State of California
25 and the Aggrieved Employees, therefore seeks to recover civil penalties pursuant to the PAGA that
26 arise from the policies, practices, and business acts of Defendants to the extent provided by law as
27 a Representative Action, including reasonable attorneys' fees and costs, and civil penalties for the
28 underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the

1 PAGA statute. Aggrieved Employees may recover penalties for denied meal periods under the
2 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
3 hours and days of work in any Order, and Plaintiff has fully complied with procedures specified in
4 Labor Code § 2699.3.

5 83. Labor Code § 2699(f)(2) states: “For all provisions of this code except those for
6 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
7 these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or
8 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
9 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
10 pay period for each subsequent violation.”

11 84. Labor Code § 2699.3 allows ““(a) A civil action by an aggrieved employee pursuant
12 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
13 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
14 § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply
15 to any alleged violation of the following provisions: “[Labor Code §§] 226.7, ...512,...558,... and
16 1198” among the provisions of the Code that allow for recovery of civil penalties pursuant to the
17 PAGA.

18 85. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
19 because Defendants failed to properly provide the Aggrieved Employees with lawful uninterrupted
20 off-duty meal periods throughout the applicable statutory period. Defendants also systematically
21 denied the Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular
22 pay rates for each work shift they were denied an unpaid, off-duty 30-minute meal period.

23 86. As such, Defendants are liable for PAGA penalties resulting from their failure to
24 provide the Aggrieved Employees lawful meal periods and the corresponding meal period premium
25 pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative-only
26 Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7,
27 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, and Plaintiff, on
28 behalf of the State of California and the Aggrieved Employees, seeks all civil and statutory penalties

1 available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), and
2 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

3 **FOURTH CAUSE OF ACTION**

4 **PENALTIES UNDER THE PAGA FOR FAILURE TO AUTHORIZE AND PERMIT**

5 **REST PERIODS**

6 **(Against All Defendants)**

7 87. Plaintiff incorporates by reference and realleges each and every one of the allegations
8 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

9 88. Plaintiff seeks civil penalties on behalf of the State of California and the Aggrieved
10 Employees against Defendants for failure to provide the Aggrieved Employees lawful off-duty rest
11 periods. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil penalties and
12 remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations
13 in which the Aggrieved Employee was not provided with a rest break, plus reasonable attorneys'
14 fees and costs. Plaintiff is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after
15 having satisfied the PAGA notice requirements, as addressed above.

16 89. Plaintiff further seeks penalties on behalf of the State of California and the Aggrieved
17 Employees pursuant to Labor Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for
18 Defendants' failure to provide required rest periods in violation of the underlying Labor Code
19 sections addressed herein.

20 90. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
21 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
22 net rest time per four (4) work hours.

23 91. The Aggrieved Employees consistently worked consecutive four hour shifts and
24 were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to
25 authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the
26 applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten
27 minutes for each consecutive four-hour segment of a work shift, or major fraction thereof, and
28 Defendants failed to provide Employees with timely rest breaks of not less than ten minutes for each

1 consecutive four-hour shift segment. Defendants made minimal efforts to schedule or otherwise
2 authorize and permit the Aggrieved Employees to take lawful rest breaks. Employees were often
3 required to work or to otherwise remain under Defendants' control during rest periods, including by
4 responding to work requirements, and had breaks provided untimely as a result of the above
5 described off-the-clock work, and management and work demands. The Aggrieved Employees were
6 also not permitted to leave their work premises during rest breaks, or were otherwise required to
7 remain under Defendants' control and unable to use their rest break time for themselves and their
8 own purposes.

9 92. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
10 provide that if an employer fails to provide an employee rest period in accordance with this section,
11 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
12 for each workday that the rest period is not provided. Defendants failed to do so.

13 93. Defendants failed to authorize and permit the Aggrieved Employees to take rest
14 periods, as required by the Labor Code. Defendants, and each of them, have therefore intentionally
15 and improperly denied rest periods to the Aggrieved Employees in violation of Labor Code §§ 226.7
16 and 512 and paragraph 12 of the applicable IWC Wage Orders.

17 94. Moreover, Defendants did not compensate the Aggrieved Employees with an
18 additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide
19 them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of
20 the applicable IWC Wage Orders. To the extent the Aggrieved Employees worked shifts of over ten
21 hours, they were required to receive first, second, and third duty-free and paid rest breaks. To the
22 extent Defendants provided first rest breaks to Employees during a shift, they failed to authorize
23 and permit second and/or third rest breaks.

24 95. Premium pay for denied lawful meal and rest periods is considered a "wage" rather
25 than a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114; *Naranjo*
26 *v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022). Plaintiff therefore seeks to recover civil
27 penalties pursuant to the PAGA that arise from the policies, practices, and business acts of
28 Defendants to the extent provided by law as a Representative-only Action, including reasonable

1 attorneys' fees and costs, and civil penalties for the underpayment of wages as permitted by Labor
2 Code § 558, as a separate penalty provided by the PAGA statute. Aggrieved employees may recover
3 penalties for denied meal periods under the PAGA, as the civil penalty under California Labor Code
4 § 558 applies to any provision regulating hours and days of work in any Order.

5 96. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for
6 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
7 these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or
8 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
9 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
10 pay period for each subsequent violation."

11 97. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
12 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
13 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
14 § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply
15 to any alleged violation of the following provisions: "[Labor Code §§] 226.7, ...512,...558,... and
16 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the
17 PAGA. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

18 98. Defendants' conduct, as alleged herein, violates the aforementioned regulations
19 because Defendants failed to properly provide the Aggrieved Employees with lawful uninterrupted
20 off-duty rest breaks throughout the applicable statutory period. Defendants also systematically
21 denied the Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular
22 pay rates for each work shift they were denied an off-duty rest period.

23 99. As such, Defendants are liable for PAGA penalties resulting from their failure to
24 provide the Aggrieved Employees lawful rest periods and the corresponding rest period premium
25 pay. Accordingly, Plaintiff seeks representative-only relief on behalf of the State of California and
26 the Aggrieved Employees, through this Representative-only Action for all civil and statutory
27 penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, 558(a)(1)-(2), 1198,
28 and 2699(f)(2), and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiff also seeks

attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

FIFTH CAUSE OF ACTION
PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS
(Against All Defendants)

100. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

101. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative-only Action, including reasonable attorneys' fees and costs. As alleged in more detail above, Defendants violated the above statutes by failing to provide the Aggrieved Employees accurate itemized wage statements during the applicable statutory period. Defendants' payroll records pertaining to the Aggrieved Employees, and in turn the wage statements issued to them, fail to accurately reflect all regular and overtime hours worked, overtime hourly rates, actual gross wages and net wages earned, meal periods, and premium wages owed for denied lawful meal and rest periods.

102. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

103. Defendants failed to provide Plaintiff and the other Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants

1 knew or reasonably should have known were owed to the Employees, as alleged above.
2 Additionally, Defendants failed to list the correct entity as the employer of the Aggrieved Employees
3 on the wage statements issued to them, as addressed above.

4 104. Paragraph 7(C) of the applicable IWC Wage Orders further requires that: “All
5 required records shall be in the English language and in ink or other indelible form, properly dated,
6 showing month, day, and year and shall be kept on file by the employer for at least three (3) years
7 at the place of employment or at a central location within the State of California. An employee’s
8 records shall be available for inspection by the employee upon reasonable request.”

9 105. Labor Code § 226.3 also instructs that: “Any employer who violates subdivision (a)
10 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
11 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
12 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
13 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
14 penalties provided for in this section are in addition to any other penalty provided by law.”

15 106. Throughout the liability period, Defendants intentionally failed to furnish to
16 Aggrieved Employees, upon each payment of wages, itemized statements accurately showing: (1)
17 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
18 earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
20 employee and only the last four digits of his or her social security number or an employee
21 identification number other than a social security number, (8) the name and address of the legal
22 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
24 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.
25 Defendants knowingly and intentionally failed to provide Aggrieved Employees with such timely
26 and accurate wage and hour statements.

27 107. The Aggrieved Employees suffered injury as a result of Defendants’ knowing and
28 intentional failure to provide them with the wage and hour statements as required by law and are

1 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
2 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
3 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
4 inclusive, and the Aggrieved Employees cannot promptly and easily determine from the wage
5 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
6 to the employee during the pay period or any of the other information required to be provided on
7 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a),
8 (ii) Which deductions the employer made from gross wages to determine the net wages paid to the
9 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
10 the employee and only the last four digits of his or her social security number or an employee
11 identification number other than a social security number. For purposes of Labor Code § 226(e)
12 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be
13 able to readily ascertain the information without reference to other documents or information.

14 108. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
15 are required “to pay each employee, on the established payday for the period involved, not less than
16 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
17 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
18 conditions of labor prohibited by the order is unlawful.” Aggrieved Employees may therefore pursue
19 damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC
20 Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

21 109. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
22 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Aggrieved
23 Employees suffered injuries, including among other things confusion over whether they received all
24 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
25 them to make mathematical computations to analyze whether the wages paid in fact compensated
26 them correctly for all hours worked. Labor Code § 226(e)(1) further instructs that: “An employee
27 suffering injury as a result of a knowing and intentional failure by an employer to comply with
28 subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the

1 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
2 violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
3 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." However, for PAGA
4 claims arising from violations of Section 226(a), Plaintiff need not establish injury or that
5 Defendants acted knowingly and intentionally in issuing inaccurate wage statements.

6 110. To this end, Labor Code § 1174 provides that: "Every person employing labor in
7 this state shall:....(c) Keep a record showing the names and addresses of all employees employed
8 and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments
9 at which employees are employed, payroll records showing the hours worked daily by and the wages
10 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
11 employees employed at the respective plants or establishments. These records shall be kept in
12 accordance with rules established for this purpose by the commission, but in any case shall be kept
13 on file for not less than three years..."

14 111. Labor Code § 2699(f)(2) states that: "For all provisions of this code except for those
15 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
16 these provisions, as follows ... (2) If that, at the time of the alleged violation, the person employs
17 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
18 per pay period for this initial violation and two hundred dollars (\$200) for each aggrieved employee
19 per pay period for each subsequent violation."

20 112. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
21 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
22 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
23 § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply
24 to any alleged violation of the following provisions: [Labor Code §§] 226,... subdivisions (c) and
25 (d) of Section 1174,... 1198,... 1199,..." among the provisions of the Code that allow for recovery
26 of civil penalties pursuant to the PAGA.

27 113. Labor Code § 1198 also requires that: "The maximum hours of work and the standard
28 conditions of labor fixed by the commission shall be the maximum hours of work and the standard

1 conditions of labor for employees. The employment of any employee for longer hours than those
2 fixed by the order or under conditions of labor prohibited by the order is unlawful.” Labor Code §
3 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order
4 provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a
5 representative PAGA action may be commenced under Labor Code § 2699.3.

6 114. As such, Defendants are liable for PAGA penalties resulting from their failure to
7 provide accurate itemized wage statements to the Aggrieved Employees and failure to maintain
8 employment records for the Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and
9 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), and Plaintiff seeks
10 representative-only relief on behalf of the State of California and the Aggrieved Employees for all
11 civil and statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558,
12 1174.5, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

13 **SIXTH CAUSE OF ACTION**

14 **PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 204**

15 **(Against All Defendants)**

16 115. Plaintiff incorporates by reference and realleges each and every one of the allegations
17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

18 116. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
19 employment are due and payable twice during each calendar month, on days designated in advance
20 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
21 of any calendar month shall be paid for between the 16th and the 26th day of the month during
22 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
23 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
24 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
25 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
26 following the close of the payroll period.”

27 117. As detailed above, Defendants maintained a consistently applied policy and practice
28 of not paying the Aggrieved Employees all wages earned between the 1st and 15th days of a month

1 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
2 of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly
3 failed to pay all wages earned by not more than seven calendar days following the close of the
4 payroll period pursuant to Labor Code § 204(d).

5 118. Defendants had a consistent and uniform policy, practice, and procedure of failing to
6 comply with Labor Code § 204 with regard to Aggrieved Employees. Thus, the Aggrieved
7 Employees are entitled to recovery under Labor Code §§ 204 and/or 210.

8 119. Therefore, pursuant to California Labor Code § 204, other applicable laws and
9 regulations, and public policy, an employer must timely pay its employees for all hours worked and
10 do so at least twice monthly. Defendants failed to do so. This failure to timely pay wages violations
11 give rise to PAGA penalties, and Labor Code § 204 is an enumerated provision under Labor Code
12 § 2699.5. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to
13 subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5”
14 to commence upon satisfaction of its written notice requirements. Additionally, Labor Code §
15 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply
16 to any alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,...
17 1194, 1197, 1197.1 and 1198...1199,” and these provisions of the Code allow for recovery of civil
18 penalties pursuant to the PAGA in this action.

19 120. Defendants unlawfully failed to timely pay all wages owed to the Aggrieved
20 Employees as addressed above. As such, Defendants are liable for PAGA penalties resulting from
21 these violations and Plaintiff seeks representative-only relief on behalf of the State of California and
22 the Aggrieved Employees, and hereby seeks through this representative action, all civil and statutory
23 penalties authorized for violations of California Labor Code §§ 204, 1197, 1197.1, 1198, 1199,
24 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and also
25 attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1). Plaintiff has fully complied with
26 procedures specified in Labor Code § 2699.3.

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28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 203**

3 **(Against All Defendants)**

4 121. Plaintiff incorporates by reference and realleges each and every one of the allegations
5 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

6 122. Numerous Aggrieved Employees are no longer employed by Defendants; they either
7 quit Defendants' employ or were fired therefrom during the relevant liability period. As addressed
8 in detail above, Defendants failed to pay these Employees all wages due and certain at the time of
9 termination or within seventy-two (72) hours of resignation. The wages withheld from these
10 Employees by Defendants remained due and owing for more than thirty (30) days from the date of
11 separation from employment. Plaintiff seeks civil penalties against Defendants for their failure to
12 timely pay the Aggrieved Employee all wages owed during the applicable statutory period.

13 123. Under Labor Code § 202, where an employee voluntarily quits his or her employment
14 without advance notice, all commission wages that can be reasonably calculated at the time must be
15 paid to the employee within 72 hours of termination of the employment relationship.

16 124. Labor Code § 203 further provides: "(a) If an employer willfully fails to pay, without
17 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
18 wages of an employee who is discharged or who quits, the wages of the employee shall continue as
19 a penalty from the due date thereof at the same rate until paid or until an action therefor is
20 commenced; but the wages shall not continue for more than 30 days...."

21 125. Under Labor Code § 2926, "[a]n employee who is not employed for a specified term
22 and who is dismissed by his employer is entitled to compensation for services rendered up to the
23 time of such dismissal." Also, under Labor Code § 2927, "[a]n employee who is not employed for
24 a specified term and who quits the service of his employer is entitled to compensation for services
25 rendered up to the time of such quitting."

26 126. Defendants failed to pay the Aggrieved Employees without abatement, all wages as
27 defined by applicable California law. Among other things, these Employees were not paid all regular
28 and overtime wages, including by Defendants failing to pay for all hours worked or requiring off

1 the clock work and by unlawfully under-recording time entries to the detriment of Employees, and
2 Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as
3 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
4 was willful within the meaning of Labor Code § 203.

5 127. All wages due and owing to the Aggrieved Employees, including as required under
6 Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by
7 Labor Code § 1194 and other sections became due and payable to each employee in each pay period
8 that he or she was not provided with a meal period or rest period or paid straight or overtime wages
9 to which he or she was entitled.

10 128. Under Labor Code § 210, "(a) In addition to, and entirely independent and apart
11 from, any other penalty provided in this article, every person who fails to pay the wages of each
12 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be
13 subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
14 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
15 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
16 amount unlawfully withheld."

17 129. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as
18 follows: "(A) In addition to any other civil penalties provided by law, any employer or any other
19 person acting on behalf of the employer who violates, or causes to be violated, the provisions of this
20 order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each underpaid
21 employee for each pay period during which the employee was underpaid in addition to the amount
22 which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00 for each
23 underpaid employee for each pay period during which the employee was underpaid in addition to
24 an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive
25 payment of all wages recovered."

26 130. Defendants violated the above statutes by failing to promptly pay the Aggrieved
27 Employees all earned wages due each and every pay period, as well as immediately upon
28 termination and/or within 72 hours upon resignation.

1 131. During the applicable statutory period, Defendants violated, and continue to violate,
2 California Labor Code §§ 201-203, 2926, and 2927 by failing to compensate the Aggrieved
3 Employees who no longer work for Defendants, for services rendered up to the time of dismissal or
4 quitting, and for failing to timely do so.

5 132. Labor Code § 2699(f)(2) states: “For all provisions of this code except those for
6 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
7 these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or
8 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
9 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per
10 pay period for each subsequent violation.”

11 133. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
12 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
13 2699.5” to commence upon satisfaction of its written notice requirements. Plaintiff has fully
14 complied with procedures specified in Labor Code § 2699.3. Additionally, Labor Code § 2699.5
15 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any
16 alleged violation of the following provisions: “[Labor Code §§] 201,... 202, 203, ...204,...
17 558,...1198,....” among the provisions of the Code that allow for recovery of civil or statutory
18 penalties pursuant to the PAGA.

19 134. Defendants’ failure to pay wages, as alleged, entitles the Aggrieved Employees to
20 penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage Orders as
21 addressed above, including the requirement that an employee’s wages shall continue until paid for
22 up to thirty (30) days from the date they were due. Defendants are liable for PAGA penalties
23 resulting from their failure to timely pay all wages owed to the Aggrieved Employees at the time of
24 their termination of separation from employment. Accordingly, Plaintiff seeks representative-only
25 relief, on behalf of the State of California and the Aggrieved Employees, for all civil and statutory
26 penalties authorized for violations under Labor Code §§ 201, 201, 203, 558, 1197, 1197.5, 1198,
27 2699(f)(2), 2926, and 2927, and Section 20 of the applicable IWC Wage Order(s), and also for
28 attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

EIGHTH CAUSE OF ACTION
PENALTIES UNDER THE PAGA FOR ILLEGAL WAGE DEDUCTIONS UNDER
LABOR CODE § 221
(Against All Defendants)

135. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

136. Labor Code § 221 states “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, employers must timely pay its employees for all hours worked. Defendants failed to do so. These unlawful deductions equate to additional unpaid wage violations giving rise to PAGA penalties, and Labor Code § 221 is an enumerated provision under Labor Code § 2699.5. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,... 1194, 1197, 1197.1 and 1198...1199,” and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

137. During the relevant time period, Defendants unlawfully received and/or collected wages from the Aggrieved Employees by requiring off-the-clock work, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the Aggrieved Employees, as addressed in detail above. By not compensating the Aggrieved Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

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138. As such, Defendants are liable for PAGA penalties resulting from these unlawful deductions and Plaintiff seeks representative-only relief on behalf of the State of California and the Aggrieved Employees for all civil and statutory penalties authorized for violations of California Labor Code §§ 221, 1197, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

NINTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PAY SICK PAY

(Against All Defendants)

139. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

140. California Labor Code section 245, *et seq.*, requires employers to provide eligible employees with paid sick leave in accordance with the accrual, use, payment, and notice requirements established by law. During the relevant period, Defendants failed to provide the Aggrieved Employees with paid sick leave in compliance with these requirements, including by failing to properly calculate and compensate paid sick leave as required by Labor Code section 246.

141. Labor Code section 246 provides, among other things, that eligible employees are entitled to accrue paid sick leave in accordance with the statutory accrual requirements and subject to the applicable use and accrual limitations set forth therein.

142. Labor Code section 246 further requires employers to provide employees with written notice reflecting the amount of paid sick leave, or paid time off provided in lieu of sick leave, available for use, either on the employees' itemized wage statements or in a separate writing provided on the designated pay date.

143. During the PAGA Period, Defendants maintained and implemented uniform policies and practices applicable to the Aggrieved Employees concerning the accrual, availability, payment, and reporting of paid sick leave.

144. As a result of these policies and practices, Defendants failed to provide the other Aggrieved Employees with paid sick leave in a manner that fully complied with Labor Code sections 245 through 249, including, without limitation, by failing to properly accrue, calculate, compensation, and/or accurately report available paid sick leave as required by law.

145. Defendants' violations were not isolated occurrences, but resulted from policies, practices, and procedures that were applied to the Aggrieved Employees during the relevant period.

146. Plaintiff accordingly seeks representative relief on behalf of the State of California and the Aggrieved Employees pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq., for Defendants' violations of Labor Code sections 245 through 249, together with other relief recoverable under PAGA.

TENTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE NECESSARY

BUSINESS EXPENSES

(Against All Defendants)

147. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

148. Plaintiff is informed and believes and based thereon alleges that during the liability period, Defendants required the Aggrieved Employees to pay for necessary business expenses without reimbursement, including, but not limited to, use of their own personal cell phones for work-related activities, such as timekeeping, and communications with management, as required by Defendants. The Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

149. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

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150. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to the Aggrieved Employees resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled the Aggrieved Employees with regard to their rights, the Aggrieved Employees were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

151. Plaintiff accordingly seeks representative relief on behalf of the State of California and the Aggrieved Employees arising from Defendants' failure to reimburse the Aggrieved Employees for these necessary business expenses or losses incurred in direct discharge of their job duties during employment in violation of Labor Code §§ 2802 and the civil and statutory penalties available and applicable under Labor Code §§ 558, 2699(f)(2), and 2802 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Labor Code § 2699(g)(1).

RELIEF REQUESTED

WHEREFORE, Plaintiff, on behalf of the State of California and the Aggrieved Employees, prays for the following relief:

1. As to the First Cause of Action: For recovery of all civil penalties for unpaid minimum and regular wages for all hours worked by the Aggrieved Employees during the applicable statutory period as permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

2. As to the Second Cause of Action: For recovery of all civil penalties for unpaid overtime and premium wages for all hours worked by the Aggrieved Employees during the applicable statutory period as permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including all civil and statutory

1 penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2),
2 and 2699.5, with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
3 Employees in an amount according to proof and subject to approval by the Court;

4 3. As to the Third Cause of Action: For recovery of all civil penalties for non-compliant
5 meal periods during the applicable statutory period and failure to pay one-hour of premium wages
6 to the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section
7 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties available
8 and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), 2699.3, and
9 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery
10 to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof
11 and subject to approval by the Court;

12 4. As to the Fourth Cause of Action: For recovery of all civil penalties for non-
13 compliant rest periods during the applicable statutory period and failure to pay one-hour of premium
14 wages to the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and
15 Section 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties
16 available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2),
17 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 65%
18 of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount
19 according to proof and subject to approval by the Court;

20 5. As to the Fifth Cause of Action: For recovery of all civil penalties for inaccurate
21 wage statements Defendants provided to the Aggrieved Employees and failure to maintain
22 employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections
23 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory penalties
24 available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and
25 specifically electing civil penalties under Labor Code §226.3, which in addition to other penalties
26 provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
28 each violation in a subsequent citation, ...” to be distributed in the manner provided by Labor Code

1 § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees
2 in an amount according to proof and subject to approval by the Court;

3 6. As to the Sixth Cause of Action: For recovery of all civil penalties pursuant to Labor
4 Code § 2699(f)(2) where a statutory civil penalty is not provided, and where the Aggrieved
5 Employees were not paid, all wages due to them, including, but not limited to, overtime wages,
6 minimum wages, and/or meal and rest period premiums, within any time period specified by
7 California Labor Code § 204, including for all civil and statutory penalties available and applicable
8 under Labor Code §§ 204, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor
9 Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
10 Employees in an amount according to proof and subject to approval by the Court;

11 7. As to the Seventh Cause of Action: For failing to pay all wages due and owing and
12 to timely pay them to the Aggrieved Employees upon termination or separation from employment
13 as permitted under Labor Code §§ 201, 201, 203, 1197.5, 1198, 2926, and 2927, including all civil
14 and statutory penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197,
15 and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed in the manner
16 provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to
17 the Aggrieved Employees in an amount according to proof and subject to approval by the Court;;

18 8. As to the Eighth Cause of Action: For recovery of all civil penalties pursuant to Labor
19 Code § 2699(f)(2) where a statutory civil penalty is not provided, for Defendants' unlawful
20 deductions from wages paid to the Aggrieved Employees as permitted under California Labor Code
21 §§ 221, 1197, 1197.1, 1198 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s),
22 including for all civil and statutory penalties available and applicable under Labor Code §§ 221,
23 1197, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code
24 § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees
25 in an amount according to proof and subject to approval by the Court;

26 9. As to the Ninth Cause of Action: For recovery of all civil penalties arising from
27 Defendants' failure to provide accrue, calculate, compensate, and/or accurately report paid sick
28 leave to the Aggrieved Employees during the applicable statutory period, as required by Labor Code

1 §§ 245 through 249, including Labor code § 246, and for all civil and statutory penalties available
2 and applicable under Labor Code §§ 248.4, 2699(f)(2), and 2699.5, together with attorneys' fees
3 and costs pursuant to Labor Code § 2699(g)(1), to be distributed in the manner provided by Labor
4 Code § 2699(i), with 65% of the recovery to the LWDA and 35% of the recovery to the Aggrieved
5 Employees, in an amount according to proof and subject to approval by the Court;

6 10. As to the Tenth Cause of Action: For failing to reimburse all reasonable and
7 necessary business expenses incurred by the Aggrieved Employees in violation of Labor Code §
8 2802 and for the civil and statutory penalties available and applicable under Labor Code §§ 558,
9 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), to be
10 distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA
11 and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject
12 to approval by the Court;

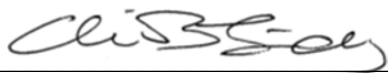
13 11. For reasonable attorneys' fees and costs of suit to the extent permitted under the
14 PAGA and applicable Labor Code sections, including Labor Code § 2699(g)(1), in an amount
15 according to proof and subject to Court approval;

16 12. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of
17 California on readily calculable monies due to the extent provided by California law and authorized
18 under the PAGA, in an amount according to proof; and

19 13. For such other and further relief as this Court may deem proper and just.

20
21 DATED: August 31, 2026

D.LAW, INC.

22
23 By: 

24 Alvin B. Lindsay
25 William Tran
26 Nicholas Dimirjian
27 Attorneys for Plaintiff Kathryn
28 Ann Herrera, on behalf of the State
of California and all other
aggrieved employees