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 County of Solano
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Attorneys for Plaintiff ELNORSE MCLEMORE III,
 on behalf of the State of California and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

ELNORSE MCLEMORE III, on behalf of the
 State of California and all other aggrieved
 employees,

Plaintiff,

vs.

C & C NORTH AMERICA, INC., a Delaware
 stock corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: CU26-08602

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. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802.

1 Plaintiff ELNORSE MCLEMORE III (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 C & C NORTH AMERICA, INC., a Delaware stock
10 corporation; and DOES 1 through 5 (all defendants being collectively referred to herein as
11 “Defendants”).

12 2. From at least one year prior to July 1., 2026, the date Plaintiff initiated the
13 administrative exhaustion process pursuant to Labor Code § 2698 *et seq.* (LWDA-CM-1188210-
14 26), and continuing through resolution of this action (the “liability period”), Defendants have
15 maintained consistent policies, practices, and procedures, of that resulted in violations of various
16 provisions of the California Labor Code and relevant orders of the Industrial Welfare Commission
17 (“IWC”) including, but not limited to, failing to pay minimum wages and overtime wages, failing
18 to provide Aggrieved Employees with meal and rest periods, failing to issue accurately itemized
19 wage statements, failing to timely pay all wages due to their Employees during their employment
20 and timely upon separation from employment, failing to maintain required records, and failing to
21 reimburse for necessary business expenses.

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

25 **PARTIES**

26 4. Plaintiff is, and at all relevant times was, an aggrieved employee within the meaning
27 of Labor Code § 2699(c). During the liability period, Plaintiff and other Aggrieved Employees were
28 employed by Defendants as an hourly, non-exempt employees at Defendants’ locations in Solano

County, California and throughout California. Moreover, Plaintiff and the other Aggrieved Employees were subjected to Defendants' unlawful policies, practices, and procedures.

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

6. Defendant C & C NORTH AMERICA, INC. is a Delaware stock corporation that lists its principal address as 335 Alhambra Circle Ste 1000, Coral Gables, FL 33134 with the California Secretary of State. It lists its type of business as Warehouse. Furthermore, "Cosentino CNC North America, Inc." is listed as the employer in paystubs and W-2 wage statements issued to Plaintiff by Defendant. Moreover, Plaintiff was required to report to Defendants' jobsite located at 891 Eubanks Drive, Suite 100, Vacaville, CA 95688, in Solano County.

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

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

9. Plaintiff is informed and believes and thereon allege that Defendants, and each of them, exercised control over the wages, hours or working conditions of the Aggrieved Employees, created and implemented the policies and practices that governed the employment of the Aggrieved Employees and dictated their job duties and responsibilities, or otherwise suffered or permitted the

1 Aggrieved Employees to work, or engaged them, thereby creating a common law employment
2 relationship with the Aggrieved Employees. Therefore, Defendants, and each of them, employed or
3 jointly employed the Aggrieved Employees.

4 10. Defendants, and each of them, are now and/or at all times mentioned in this
5 Complaint were in some manner legally responsible for the events, happenings, and circumstances
6 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
7 or any other person, employed or exercised control over the wages, hours, or working conditions of
8 the Aggrieved Employees.

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

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

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

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

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

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

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22. With regard to the Aggrieved Employees, Defendants have committed the following violations:

a. **Failure to Pay Minimum Wages.** Defendants' uniformly applied unlawful policies and practices required the Aggrieved Employees to work off-the-clock without compensation. Defendants required timekeeping entries to be inputted by Employees through a timeclock located in the designated break room. Although the Aggrieved Employees were required to report to work at the warehouse entrance, they were not permitted to clock in until walking from the entrance to the designated break room. Moreover, the Aggrieved Employees regularly conducted off-the-clock work while under Defendants' control without compensation, such as being required to maintain and use the company walkie-talkie at all times, including meal and rest breaks, in order to remain available to respond to communications from Defendants' management regarding work-related inquiries and activities. Further, the Aggrieved Employees were compelled to sometimes clock out at the end of their shift and continue working in an effort to complete all the demanding daily job duties Defendants required him to complete.

Additionally, Defendants failed to provide the Aggrieved Employees with legally required, uninterrupted meal periods on a regular basis, as they were required to work through them without compensation. Defendant would oftentimes instruct the Aggrieved Employees to clock out for their off duty meal period, but then unlawfully require the Aggrieved Employees to continue working through it. Thus, timekeeping records do not accurately reflect the actual hours the Aggrieved Employees worked, and Defendant failed to compensate him for such off-the-clock work in furtherance of Defendants' self-interest in ensuring timekeeping records were facially compliant with scheduled work and break times rather than actual hours worked by the Aggrieved Employees while they were both on and off the clock. Also, rest periods were regularly unlawfully interrupted, as Defendants' uniformly applied policies and practices required the Aggrieved Employees to respond to management and customer demands and conduct other work-related activities during what were supposed to be duty-free breaks.

Thus, the Aggrieved Employees worked more hours than they were scheduled and paid for, including hours during his meal and rest breaks.

1 **b. Failure to pay wages and overtime.** Overtime hours were generally not allowed,
2 but the Aggrieved Employees were often compelled to work many regular and overtime hours off-
3 the-clock and without compensation. The Aggrieved Employees were therefore not paid for all their
4 hours worked at the required minimum, overtime, and double time wage rates due to Defendants'
5 uniformly applied and unlawful policy and practice of requiring them to work off the clock and
6 without pay.

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

14 To the extent Defendants paid any overtime premium wages for any hours worked by
15 the Aggrieved Employees, they failed to begin paying it when owed due to post-shift off-the-clock
16 work. Additionally, to the extent Defendants paid the Aggrieved Employees additional forms of
17 remuneration beyond their hourly rates, such as bonuses or shift differentials and the like, upon
18 information and belief Defendants failed to include all these additional forms of remuneration in the
19 regular rate they used to calculate and pay such overtime.

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

26 The Aggrieved Employees were non-exempt employees who regularly worked shifts in
27 excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite this, they
28 were often required to do so without receiving a lawful and timely meal break or were required to

1 take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job
2 duties and job requirements and pressure placed upon them by Defendants' management to meet
3 certain quotas. More specifically, Defendants required the Aggrieved Employees to perform off-
4 the-clock work in a manner that would impact their timing and ability to take meal periods, including
5 requiring them to respond to work-related calls, inquiries, and other demands during breaks. These
6 practices resulted in further meal period violations.

7 Additionally, Defendants' managers would interrupt the Aggrieved Employees during their
8 meal periods and compel them to complete work tasks. To whatever extent there was ever a schedule
9 for meal periods, it went by the wayside quickly as there always seemed to be management and
10 work demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-
11 duty meal periods. The excessive workloads, management expectations, and constant job demands
12 also contributed to the Aggrieved Employees working through meal periods or not taking them or
13 taking them late so work could be accomplished or they were required to remain under Defendants'
14 control during meal periods. Upon information and belief, to whatever extent Defendants attempt to
15 rely upon alleged meal period waivers, they were either unenforceable and invalid or were otherwise
16 not agreed to by the Aggrieved Employees.

17 Therefore, Defendants maintained policies and procedures that resulted in systematic meal
18 period violations throughout Plaintiff's employment. Defendants failed to provide the Aggrieved
19 Employees with all legally required off-duty, unpaid meal periods when they worked shifts of more
20 than five hours and/or failed to pay meal period penalties for missed meal periods, as required by
21 the applicable Wage Order(s) and Labor Code.

22 During the applicable time period, the Aggrieved Employees were unable to take off duty
23 meal breaks or were otherwise not provided with the opportunity to take required breaks as required
24 under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions
25 when the Aggrieved Employees were provided with a meal period, it was often untimely,
26 interrupted, or impermissibly shortened, and the Aggrieved Employees were not provided with one
27 hour's wages in lieu thereof. Additionally, Defendants also failed to pay the Aggrieved Employees
28 "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation

1 for each meal period that Defendants failed to provide or deficiently provided. To the extent
2 Defendants paid any meal period premiums to the Aggrieved Employees, they failed to include all
3 forms of remuneration in the hourly rate at which the premiums were paid.

4 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize and
5 permit the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours
6 of shift work, or major fraction thereof. The Aggrieved Employees were either not authorized
7 permitted the opportunity to take a rest break or were required to remain under Defendants' control
8 and respond to calls and instructions from management and job demands if and when they even
9 attempted to take one. Defendants' job demands and chronic understaffing prevented the Aggrieved
10 Employees from being able to take compliant off-duty rest breaks, thereby evidencing Defendants'
11 policy and practice of holding the Aggrieved Employees under their control during required off-
12 duty rest break times.

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

19 Defendants' uniformly applied policies and practices thus resulted in untimely and shortened
20 or on-duty rest breaks if and when the Aggrieved Employees attempted to take one. The Aggrieved
21 Employees worked shifts of at least eight hours, which required at least two rest breaks, and
22 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
23 occasions when Defendants authorized and permitted the Aggrieved Employees to take a first rest
24 break, they were often forced to skip out on a second and/or a third break, and those that were
25 provided were often late and generally interrupted by job duties and requirements.

26 During rest periods, employers must relieve employees of all duties and relinquish control
27 over how employees spend their time. The Aggrieved Employees were and are under Defendants'
28 control when they are working through rest breaks and are unable to use their rest break time as they

1 saw fit. Defendants failed to provide rest breaks, but in the event that the Aggrieved Employees
2 attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest
3 breaks to the Aggrieved Employees. The Aggrieved Employees were thus not authorized and
4 permitted to take lawful rest periods, were systematically required by Defendants to work through
5 or during breaks, and were not provided with one hour's wages in lieu thereof. They were required
6 to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely
7 or shortened and on-duty, and they were also prevented from leaving the premises and otherwise
8 were required to remain under Defendants' control during rest breaks under Defendants' uniformly
9 applied policies and practices. Defendants also failed to pay Employees "premium pay," i.e., one
10 hour of wages at each Employee's effective regular rate for rest break violations.

11 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
12 consistently failed to provide the Aggrieved Employees with timely, accurate, and itemized wage
13 statements, in writing, as required by California wage-and-hour laws. More specifically, Defendants
14 also failed to provide the Aggrieved Employees with complete and accurate wage statements, as
15 those provided failed to show, among other things, the correct wages owed for time worked,
16 including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code §
17 226 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
20 at each hourly rate. The wage statements Defendants provided to the Aggrieved Employees failed
21 to list or to accurately list the wage rates or the hours worked at those rates during the pay period
22 which led to the calculated pay listed by Defendants without any further detail. In addition to
23 derivative violations, Defendants also committed facial violations of Labor Code § 226 by providing
24 wage statements to Aggrieved Employees that failed to show or otherwise list and comply with the
25 specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

26 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
27 reporting total hours worked and total wages earned by the Aggrieved Employees, along with the
28 appropriate applicable rates, among other requirements. Defendants have also failed to comply with

1 paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records
2 showing when the employee begins and ends each work period, meal periods, and wages earned
3 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
4 deductions from payment of wages and accurately reporting total hours worked.

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

12 **g. Violation of Labor Code § 203.** Defendants have followed a uniform and consistent
13 policy of failing to pay all wages owed to the Aggrieved Employees at the time of their termination
14 or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.
15 In view of the above addressed violations, Defendants have also failed to pay all wages owed to the
16 Aggrieved Employees at termination or resignation in accordance with the requirements of Labor
17 Code § 201-203.

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

26 **i. Failure to reimburse necessary business expenses.** During the relevant liability
27 period, During the applicable time period, Defendants have regularly required the Aggrieved
28 Employees to incur necessary business expenses in the course of performing their required job duties

1 without reimbursement. These expenses included purchasing personal protective equipment (PPE)
2 to perform their job duties. The Aggrieved Employee's wage statements do not reflect
3 reimbursements for these and other such necessary business expenses. Defendants were required to
4 reimburse the Aggrieved Employees for all necessary work related expenditures pursuant to Labor
5 Code § 2802, but they systematically failed to do so.

6 **PAGA NOTICE AND ALLEGATIONS**

7 23. Plaintiff brings this PAGA representative action on behalf of the State of California
8 and all other Aggrieved Employees employed by Defendants during the liability period pursuant to
9 Labor Code § 2698 *et seq.*, and not in any individual capacity. Plaintiff and the Employees are
10 aggrieved under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint
11 and in Plaintiff's PAGA Notice Letters to the LWDA and either were or are employed by the alleged
12 violators, Defendants. At all times during the liability period, Plaintiff and the Aggrieved Employees
13 were employees of Defendants subject to the protections of the California Labor Code and the
14 applicable Industrial Welfare Commission ("IWC") Wage Orders.

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

22 25. As such, Plaintiff, on behalf of the State of California and the Aggrieved Employees,
23 seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code
24 provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation
25 based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5,
26 218.6, 221, 226, 226.4, 226.7, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
27 1198, 1198, 1199, 2802, 2698 *et seq.*

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1 26. More specifically, after complying with the notice procedures of Labor Code §
2 2699.3, Plaintiff now assert, as a representative-only action on behalf of the California Attorney
3 General and the State of California and the Aggrieved Employees, PAGA claims for violations of
4 the underlying claims addressed herein and seeking penalties as specified by the applicable
5 corresponding provisions, including as follows:

6 27. Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay
7 and minimum wages for regular hours worked and for failure to pay overtime premium wages for
8 overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K),
9 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory
10 penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199,
11 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

12 28. Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-
13 duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty,
14 timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§
15 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s)
16 seeking all civil and statutory penalties available and applicable, including under paragraph 20 of
17 the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including
18 sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor
19 Code § 2699(g)(1);

20 29. Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
21 the Aggrieved Employees with accurate, itemized wage statements and failure to maintain
22 employment records for the Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and
23 Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory
24 penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199,
25 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees
26 and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage
27 statements and failing to maintain records as required under Labor Code § 226(a), Defendants
28 committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in

1 addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two
2 hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
3 (\$1,000) per employee for each violation in a subsequent citation, ...”;

4 30. Failure to Timely Pay Wages: For failure to timely pay all wages owed to the
5 Aggrieved Employees, including at least semi-monthly and upon separation or termination, under
6 Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and
7 applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and
8 paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to
9 Labor Code § 2699(g)(1);

10 31. Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants’
11 unlawful deductions from the Aggrieved Employees’ wages and for Defendants’ failure to
12 reimburse the Aggrieved Employees for the necessary work related expenses incurred under Labor
13 Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC
14 Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197,
15 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and
16 also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1); and

17 32. All Other Alleged Violations of the Labor code and IWC Wage Orders: For any
18 above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders
19 constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties
20 available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC
21 Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

- 3 (a) Any employer or other person acting on behalf of an employer who
4 violates, or causes to be violated, a section of this chapter or any provision
5 regulating hours and days of work in any order of the Industrial Welfare
6 Commission shall be subject to a civil penalty as follows: (1) For any
7 initial violation, fifty dollars (\$50) for each underpaid employee for each
8 pay period for which the employee was underpaid in addition to an
9 amount sufficient to recover underpaid wages. (2) For each subsequent
10 violation, one hundred dollars (\$100) for each underpaid employee for
11 each pay period for which the employee was underpaid in addition to an
12 amount sufficient to recover underpaid wages...
- 13 (b) If upon inspection or investigation the Labor Commissioner determines
14 that a person had paid or caused to be paid a wage for overtime work in
15 violation of any provision of this chapter, or any provision regulating
16 hours and days of work in any order of the Industrial Welfare
17 Commission, the Labor Commissioner may issue a citation. The
18 procedures for issuing, contesting, and enforcing judgments for citations
19 or civil penalties issued by the Labor Commissioner for a violation of this
20 chapter shall be the same as those set out in Section 1197.1.
- 21 (c) The civil penalties provided for in this section are in addition to any other
22 civil or criminal penalty provided by law.

23 35. Plaintiff has exhausted the necessary administrative remedy by sending a certified
24 letter to the LWDA and Defendants postmarked on July 1, 2026, addressing in detail the specific
25 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
26 to support the alleged violations (LWDA-CM-1188210-26).

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

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1 37. Further, as of August 3, 2026 (33 calendar days after Plaintiff's LWDA letter was
2 mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice
3 by certified mail that the alleged violations have been cured, including a description of the actions
4 taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to
5 commence a civil action that includes a cause of action under Labor Code § 2699

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

- 9 a. Defendants failed to pay Employees minimum wages, including for all hours
10 worked;
- 11 b. Defendants failed to pay Employees wages for all hours worked;
- 12 c. Defendants failed to pay Employees overtime as required under Labor Code §
13 510;
- 14 d. Defendants violated Labor Code § 1194 by failing to compensate all Employees
15 during the relevant time period for all hours worked, whether regular or overtime;
- 16 e. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage
17 Orders, by failing to provide Employees with requisite meal periods or premium
18 pay in lieu thereof;
- 19 f. Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders,
20 by failing to authorize and permit Employees to take requisite rest breaks or
21 cooldown periods or provide premium pay in lieu thereof;
- 22 g. Defendants' conduct was willful;
- 23 h. Defendants violated Labor Code § 226(a) by providing Employees with
24 inaccurate wage statements and wage statements that omitted many of the Section
25 226(a) requirements;
- 26 i. Defendants violated Labor Code § 204 by failing to pay Employees all wages
27 earned at least twice monthly;

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- 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 violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PAGA FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

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

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

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

... an aggrieved employee may recover the civil penalty described in subdivision (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an 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)).

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

1 43. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to
2 recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts
3 of Defendants to the extent provided by law as a Representative Action, including reasonable
4 attorneys' fees and costs, and for civil or statutory penalties as permitted by Labor Code § 558, as a
5 separate penalty provided by the PAGA statute. Plaintiff, on behalf of the State of California and the
6 Aggrieved Employees, seeks penalties against Defendants for failure to provide the Aggrieved
7 Employees proper regular pay and minimum wages for regular hours worked and/or overtime
8 premium pay for overtime hours worked during the applicable statutory period pursuant to section
9 558, and also pursuant to the default PAGA penalties provisions of Labor Code § 2699(f)(2).

10 44. In California, employees must be paid at least the applicable state minimum wage for
11 all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs
12 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor
13 Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay
14 its employees for all hours worked. Defendants failed to do so.

15 45. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
16 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
17 employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable
18 minimum wage rate fixed by the commission for work during the relevant period is found in the
19 Wage Orders.

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

26 47. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
27 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
28 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage

1 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
2 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
3 the absence of a contractually agreed upon one.

4 48. Defendants, as a matter of established company policy and procedures, and at each
5 and every facility owned and/or operated by Defendants, consistently administered uniform
6 company-wide pay policies and practices applicable to the Employee and the Aggrieved Employees,
7 including, but not limited to:

- 8 a. Requiring the Aggrieved Employees to engage in off-the-clock work before
9 being allowed to clock in for the start of their shifts;
- 10 b. Requiring the Aggrieved Employees to engage in off-the-clock work-related
11 tasks after clocking out for the end of their shifts; and
- 12 c. Requiring the Aggrieved Employees to use their personal mobile devices for
13 work-related tasks, including before and/or after their shifts.

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

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

27 51. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
28 1197.1, the Aggrieved Employees are entitled to recover a penalty of \$100.00 for the initial failure

1 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
2 employee minimum wages.

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

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

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

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

1 period for each subsequent violation."

2 56. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
3 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5"
4 to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5
5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any
6 alleged violation of the following provisions: [Labor Code §§] 204,.. 221, ,...510, 512,,... 1194,
7 1197, 1197.1 and 1198,...1199", and these provisions of the Code allow for recovery of civil
8 penalties pursuant to the PAGA in this action. Plaintiff has fully complied with procedures specified
9 in Labor Code § 2699.3.

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

14 58. As such, Defendants are liable for PAGA penalties resulting from their failure to
15 provide the Aggrieved Employees minimum wages and all wages owed for all hours worked.
16 Accordingly, Plaintiff, on behalf of the State of California and the Aggrieved Employees, hereby
17 seeks through this representative-only action, all civil and statutory penalties authorized for
18 violations of California Labor Code §§ 204, 221, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
19 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and
20 Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code §§ 2699(g)(1).

21 **SECOND CAUSE OF ACTION**

22 **PENALTIES UNDER THE PAGA FAILURE TO PAY OVERTIME WAGES**

23 **(Against All Defendants)**

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

26 60. Pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice
27 requirements, as addressed above. Plaintiff, on behalf of the State of California and the Aggrieved
28 Employees, further seeks civil penalties pursuant to Labor Code 558(a)(1-2) and Labor Code

1 2699(f)(2), as detailed above, for Defendants' failure to pay all overtime wages in violation of the
2 underlying Labor Code sections addressed herein.

3 61. Plaintiff is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after
4 having satisfied the PAGA notice requirements, as addressed above. Plaintiff, on behalf of the State
5 of California and the Aggrieved Employees, further seeks civil penalties pursuant to Labor Code
6 558(a)(1)-(2) and Labor code 2699(f)(2), as detailed above, for Defendants' failure to pay all
7 overtime wages in violation of the underlying Labor code sections addressed herein.

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

14 63. By their conduct, as set forth herein, Defendants violated California Labor Code §
15 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare
16 Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours
17 worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek
18 or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice
19 their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for
20 hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

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

26 65. Specifically, Defendants had a consistent policy of not paying Employees wages for
27 all hours worked, including hours at their required regular, overtime, and double-time rates.
28 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or

1 modified certain employees' hours or required Aggrieved Employees to do so, or otherwise caused
2 them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time
3 and overtime wages and other benefits, in violation of the California Labor Code, the California
4 Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor
5 Standards and Enforcement.

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

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

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

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

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

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

1 As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide the
2 Aggrieved Employees overtime and premium wages for all hours worked.

3 72. Accordingly, Plaintiff on behalf of the state of California and the Aggrieved
4 Employees, hereby seeks through his representative-only action, all civil and statutory penalties
5 authorized for violations of California Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1,
6 1198, 1199, and 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage
7 Order(s), and Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

8 **THIRD CAUSE OF ACTION**

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

10 **MEAL PERIODS**

11 **(Against All Defendants)**

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

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

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

1 than ten (10) hours without providing him or her with a second meal period of not less than thirty
2 (30) minutes.

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

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

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

1 a Representative Action, including reasonable attorneys' fees and costs, and civil penalties for the
2 underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the
3 PAGA statute. Aggrieved Employees may recover penalties for denied meal periods under the
4 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
5 hours and days of work in any Order, and Plaintiff has fully complied with procedures specified in
6 Labor Code § 2699.3.

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

13 80. Labor Code § 2699.3 allows ""(a) A civil action by an aggrieved employee pursuant
14 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
15 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
16 § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply
17 to any alleged violation of the following provisions: "[Labor Code §§] 226.7, ...512,...558,... and
18 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the
19 PAGA.

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

25 82. As such, Defendants are liable for PAGA penalties resulting from their failure to
26 provide the Aggrieved Employees lawful meal periods and the corresponding meal period premium
27 pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative-only
28 Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7,

1 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, and Plaintiff, on
2 behalf of the State of California and the Aggrieved Employees, seeks all civil and statutory penalties
3 available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), and
4 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

5 **FOURTH CAUSE OF ACTION**

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

7 **REST PERIODS**

8 **(Against All Defendants)**

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

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

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

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

25 87. The Aggrieved Employees consistently worked consecutive four hour shifts and
26 were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to
27 authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the
28 applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten

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

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

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

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

26 91. Premium pay for denied lawful meal and rest periods is considered a "wage" rather
27 than a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114; *Naranjo*
28 *v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022). Plaintiff therefore seeks to recover civil

1 penalties pursuant to the PAGA that arise from the policies, practices, and business acts of
2 Defendants to the extent provided by law as a Representative-only Action, including reasonable
3 attorneys' fees and costs, and civil penalties for the underpayment of wages as permitted by Labor
4 Code § 558, as a separate penalty provided by the PAGA statute. Aggrieved employees may recover
5 penalties for denied meal periods under the PAGA, as the civil penalty under California Labor Code
6 § 558 applies to any provision regulating hours and days of work in any Order.

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

13 93. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
14 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
15 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
16 § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply
17 to any alleged violation of the following provisions: "[Labor Code §§] 226.7, ...512,...558,... and
18 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the
19 PAGA. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

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

25 95. As such, Defendants are liable for PAGA penalties resulting from their failure to
26 provide the Aggrieved Employees lawful rest periods and the corresponding rest period premium
27 pay. Accordingly, Plaintiff seeks representative-only relief on behalf of the State of California and
28 the Aggrieved Employees, through this Representative-only Action for all civil and statutory

1 penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, 558(a)(1)-(2), 1198,
2 and 2699(f)(2), and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiff also seeks
3 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

4 **FIFTH CAUSE OF ACTION**

5 **PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY FURNISH ACCURATE**
6 **ITEMIZED WAGE STATEMENTS**

7 **(Against All Defendants)**

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

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

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

26 99. Defendants failed to provide Plaintiff and the other Aggrieved Employees with
27 accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the
28 applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants

1 failed to accurately account for wages, overtime, and premium pay, including for all overtime and
2 double time hours worked and for deficient meal periods and rest breaks, all of which Defendants
3 knew or reasonably should have known were owed to the Employees, as alleged above.
4 Additionally, Defendants failed to list the correct entity as the employer of the Aggrieved Employees
5 on the wage statements issued to them, as addressed above.

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

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

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

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

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

23 105. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code §
24 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Aggrieved
25 Employees suffered injuries, including among other things confusion over whether they received all
26 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
27 them to make mathematical computations to analyze whether the wages paid in fact compensated
28 them correctly for all hours worked. Labor Code § 226(e)(1) further instructs that: "An employee

1 suffering injury as a result of a knowing and intentional failure by an employer to comply with
2 subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
3 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each
4 violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
5 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." However, for PAGA
6 claims arising from violations of Section 226(a), Plaintiff need not establish injury or that
7 Defendants acted knowingly and intentionally in issuing inaccurate wage statements.

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

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

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

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

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

SIXTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 204

(Against All Defendants)

111. 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.

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

1 113. As detailed above, Defendants maintained a consistently applied policy and practice
2 of not paying the Aggrieved Employees all wages earned between the 1st and 15th days of a month
3 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
4 of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly
5 failed to pay all wages earned by not more than seven calendar days following the close of the
6 payroll period pursuant to Labor Code § 204(d).

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

10 115. Therefore, pursuant to California Labor Code § 204, other applicable laws and
11 regulations, and public policy, an employer must timely pay its employees for all hours worked and
12 do so at least twice monthly. Defendants failed to do so. This failure to timely pay wages violations
13 give rise to PAGA penalties, and Labor Code § 204 is an enumerated provision under Labor Code
14 § 2699.5. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to
15 subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5”
16 to commence upon satisfaction of its written notice requirements. Additionally, Labor Code §
17 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply
18 to any alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,...
19 1194, 1197, 1197.1 and 1198...1199,” and these provisions of the Code allow for recovery of civil
20 penalties pursuant to the PAGA in this action.

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

1 **SEVENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 117. 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.

6 118. 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.

13 119. 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.

16 120. 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...."

21 121. 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."

26 122. 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.

5 123. 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.

10 124. 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."

17 125. 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."

26 126. 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.

1 127. 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.

5 128. 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.”

11 129. 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.

19 130. 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)

131. 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.

132. 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.

133. 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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134. 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 REIMBURSE NECESSARY

BUSINESS EXPENSES

(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. 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, including but not limited to purchasing personal protective equipment (PPE) to perform their duties, 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.

137. 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.

138. 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

1 failure to incur those expenses would have adverse consequences on their employment.

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

8 **RELIEF REQUESTED**

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

11 1. As to the First Cause of Action: For recovery of all civil penalties for unpaid
12 minimum and regular wages for all hours worked by the Aggrieved Employees during the applicable
13 statutory period as permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and
14 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory
15 penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2),
16 and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery
17 to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof
18 and subject to approval by the Court;

19 2. As to the Second Cause of Action: For recovery of all civil penalties for unpaid
20 overtime and premium wages for all hours worked by the Aggrieved Employees during the
21 applicable statutory period as permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204
22 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including all civil and statutory
23 penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2),
24 and 2699.5, with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
25 Employees in an amount according to proof and subject to approval by the Court;

26 3. As to the Third Cause of Action: For recovery of all civil penalties for non-compliant
27 meal periods during the applicable statutory period and failure to pay one-hour of premium wages
28 to the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section

1 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties available
2 and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), 2699.3, and
3 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery
4 to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof
5 and subject to approval by the Court;

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

14 5. As to the Fifth Cause of Action: For recovery of all civil penalties for inaccurate
15 wage statements Defendants provided to the Aggrieved Employees and failure to maintain
16 employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections
17 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory penalties
18 available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and
19 specifically electing civil penalties under Labor Code §226.3, which in addition to other penalties
20 provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
22 each violation in a subsequent citation, ...” to be distributed in the manner provided by Labor Code
23 § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees
24 in an amount according to proof and subject to approval by the Court;

25 6. As to the Sixth Cause of Action: For recovery of all civil penalties pursuant to Labor
26 Code § 2699(f)(2) where a statutory civil penalty is not provided, and where the Aggrieved
27 Employees were not paid, all wages due to them, including, but not limited to, overtime wages,
28 minimum wages, and/or meal and rest period premiums, within any time period specified by

California Labor Code § 204, including for all civil and statutory penalties available and applicable under Labor Code §§ 204, 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;

7. As to the Seventh Cause of Action: For failing to pay all wages due and owing and to timely pay them to the Aggrieved Employees upon termination or separation from employment as permitted under Labor Code §§ 201, 201, 203, 1197.5, 1198, 2926, and 2927, including all civil and statutory penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), 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;

8. As to the Eighth Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for Defendants' unlawful deductions from wages paid to the Aggrieved Employees as permitted under California Labor Code §§ 221, 1197, 1197.1, 1198 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including for all civil and statutory penalties available and applicable under Labor Code §§ 221, 1197, 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;

9. As to the Ninth Cause of Action: For failing to reimburse all reasonable and necessary business expenses incurred by the Aggrieved Employees in violation of Labor Code § 2802 and for the civil and statutory penalties available and applicable under Labor Code §§ 558, 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), 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;

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

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

7 12. For such other and further relief as this Court may deem proper and just.

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9 DATED: September 9, 2026

D.LAW, INC.

10
11 By: 
12 Alvin B. Lindsay
13 William Tran
14 Attorneys for Plaintiff Elnorse
15 McLemore III, on behalf of the
16 State of California and all other
17 aggrieved employees