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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 05 2025

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on behalf of himself and all others similarly situated, and aggrieved

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

CARLOS TOSCANO, an individual and on
behalf of all others similarly situated, and
aggrieved,

Plaintiff,

v.

ACRW, INC., a California Corporation;
CGWR, INC., a California Corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CASE NO.: CVRI2306779
Related to Case No.: CVPS2404469

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 AND 2699, et seq.

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DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff Carlos Toscano, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 ACRW, Inc., a California Corporation (“ACRW”); and CGWR, Inc., a California Corporation,
7 (“CGWR”); and DOES 1 through 100, as further defined below, (“Defendants”) on behalf of
8 Plaintiff and all other current and former non-exempt California employees employed by or formerly
9 employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
12 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
13 on behalf of all other current and former non-exempt employees of Defendants working within the
14 Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to
15 comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232,
16 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198.5, 1527, 3366, 3457, and
17 8397.4, on behalf of all employees of Defendants working within the Civil Penalty Period
18 (collectively, “Aggrieved Employees”).

19 **PARTIES**

20 **A. Plaintiff**

21 3. Plaintiff Carlos Toscano is a resident of the State of California. At all relevant times
22 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
23 Plaintiff as a non-exempt employee, with duties that included but were not limited to, preparing and
24 cooking meals. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff Carlos
25 Toscano worked for Defendants from approximately October of 2021 through approximately May
26 of 2023.

27 **B. Defendants**

28 4. Plaintiff is informed and believes and based thereon alleges that defendant ACRW,

1 INC., is, and at all times relevant hereto was, a corporation organized and existing under and by
2 virtue of the laws of the State of California and doing business in the County of Riverside, State of
3 California.

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

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

21 **JOINT LIABILITY ALLEGATIONS**

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

27 8. All of the acts and conduct described herein of each and every corporate defendant
28 was duly authorized, ordered, and directed by the respective and collective defendant corporate

1 employers, and the officers and management-level employees of said corporate employers. In
2 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
3 their said employees, agents, and representatives, and each of them; and upon completion of the
4 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
5 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
6 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
7 aforementioned corporate employees, agents and representatives.

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

10 10. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
11 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
12 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
13 violations described herein, or some of them.

14 JURISDICTION

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

17 12. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
18 sections 392, et seq. because, among other things, Riverside County is where the causes of action
19 complained of herein arose; the county in which the employment relationship began; the county in
20 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
21 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
22 and Defendants was actually performed; and the county in which Defendants, or some of them,
23 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class
24 Members in Riverside County, and because Defendants employ numerous Class Members in
25 Riverside County.

26 13. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
27 Defendants during the applicable statutory period and suffered one or more of the Labor Code
28 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil

1 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
2 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
3 reasonable attorneys’ fees and costs, for all other aggrieved current and former employees of
4 Defendants during the Civil Penalty Period. Plaintiff does not seek to assert his own claim for civil
5 penalties under PAGA as part of this Action.

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

10 15. During the period beginning one (1) year preceding the provision of notice to the
11 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
12 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
13 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7,
14 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527,
15 2699, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations,
16 Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200,
17 Government Code section 12952, as well as applicable Wage Orders.

18 16. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
19 on behalf of all other aggrieved current and former employees within the statutory period, to bring
20 a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section
21 2699.3 without asserting a claim to bring Plaintiff’s own claim for civil penalties under PAGA.
22 (*See, e.g., Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533.) Specifically,
23 Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the particular Labor
24 Code violations Plaintiff experienced. Rather, this is a purely representative PAGA action wherein
25 Plaintiff seeks to recover all civil penalties for the Labor Code violations experienced by third-party
26 aggrieved employees (Aggrieved Employees) and the State of California’s 75% of the civil penalties
27 for the Labor Code violations Plaintiff experienced.

28 17. On or around December 18, 2023, Plaintiff provided written notice pursuant to Labor

1 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
2 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
3 as well as by certified mail, with return receipt requested to Defendants, and each of them.

4 18. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
5 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
6 and hour violations under Labor Code section 2810.3 on December 18, 2023, by certified mail with
7 return receipt requested.

8 19. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
9 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
10 calendar days of the December 18, 2023 postmarked date of the herein-described notice sent by
11 Plaintiff to the LWDA and Defendants.

12 20. On or around December 18, 2023, Plaintiff filed a class action complaint against
13 Defendant in the Superior Court of Riverside County, Case No. CVRI2306779, alleging: (1) failure
14 to pay overtime wages; (2) failure to pay minimum wages minimum wages; (3) failure to provide
15 meal breaks; (4) rest breaks, or compensation in lieu thereof; (5) waiting time penalties; (6) wage
16 statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor
17 Code § 227.3; and (10) unfair competition (the "Class Action").

18 21. The Parties have agreed to stipulate to Plaintiff's filing a First Amended Complaint
19 alleging against Defendants the same causes of action identified above, plus a cause of action for
20 PAGA penalties, and adding CGRW as a named defendant. Hence, this First Amended Complaint,
21 which will be the operative complaint in the Action (the "Operative Complaint").

22 **FACTUAL BACKGROUND**

23 22. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
25 some of them, in violation of California state wage and hour laws as a result of, without limitation,
26 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
27 seven consecutive work days in a work week without being properly compensated for hours worked
28 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours

1 worked on the seventh consecutive work day in a work week by, among other things, failing to
2 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
4 by requiring Plaintiff and Class Members: to come early to work and leave late work without being
5 able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking
6 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
7 for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
8 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off
9 the clock, to drive off the clock, and/or go through security screenings and/or temperature checks
10 off the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
11 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
12 the regular rate of pay for the pay periods where overtime was worked and the additional
13 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
14 rounding of employee time entries, editing and/or manipulation of time entries to the detriment of
15 Plaintiff and Class Members.

16 23. For at least four (4) years prior to the filing of this Action and continuing to the
17 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
18 or some of them, in violation of California state wage and hour laws as a result of, among other
19 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
20 rate of pay that is above the minimum wage engaging, suffering, or permitting employees to work
21 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early
22 to work and leave late work without being able to clock in for all that time, to suffer under
23 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
24 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
25 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
26 company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental
27 rounding of employee time entries; editing and/or manipulation of time entries to show less hours
28 than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay to

1 the detriment of Plaintiff and Class Members.

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

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

13 26. For at least three (3) years prior to the filing of this action and continuing to the
14 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
15 full amount of their wages owed to them upon termination and/or resignation as required by Labor
16 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
17 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

1 204.

2 29. For at least three (3) years prior to the filing of this action and continuing to the
3 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
4 costs incurred in laundering mandatory work uniforms; and purchasing tools necessary to perform
5 work duties.

6 30. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
8 employees or former employees within the State of California with compensation at their final rate
9 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

10 31. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
12 situated employees or former employees within the State of California with the rights provided to
13 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
14 245, *et seq.*

15 32. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
16 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 227.3,
17 245, *et seq.*, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8,
18 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
19 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
20 failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of
21 pay, other such provisions of California law, and reasonable attorneys' fees and costs.

22 33. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
23 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
24 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
25 appropriate and effective means to prevent further violations, as well as all monies owed but
26 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
27 restitution of amounts owed.

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

1 of failing to pay overtime wages to Aggrieved Employees in the State of California in violation of
2 California state wage and hour laws as a result of, without limitation, Aggrieved Employees working
3 over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
4 workweek without paying them proper overtime wages, as a result of, without limitation, failing to
5 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
6 employees to work off the clock, including, without limitation, by requiring employees: to remain
7 on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-
8 shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff
9 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
10 phone calls or drive off the clock; failing to include all forms of remuneration, including non-
11 discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the
12 regular rate of pay for the pay periods where overtime was worked and the additional compensation
13 was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee
14 time entries, editing and/or manipulation of time entries to show less hours than actually worked,
15 for paying straight pay instead of overtime pay, and by attempting but failing to properly implement
16 an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement
17 a written agreement designating the regularly scheduled alternative workweek in which the
18 specified number of work days and work hours are regularly recurring; failing to adopt the AWS in
19 a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
20 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
21 AWS election; and/or failing to register an AWS election with the State of California, as required
22 by Labor Code section 511 and applicable Wage Orders), to the detriment of Aggrieved Employees.

23 35. At all relevant times mentioned herein, Defendants had and have a practice or policy
24 of failing to compensate Aggrieved Employees with minimum wages for all hours Aggrieved
25 Employees worked or were otherwise under Defendants' control as a result of, without limitation,
26 failing to accurately track and/or pay for all minutes actually worked; by requiring Aggrieved
27 Employees: to remain on-call; to suffer under Defendants' control to complete pre-shift tasks before
28 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue

1 working, to don and doff uniforms and/or safety equipment off the clock, to attend company
2 meetings off the clock, and to make phone calls or drive off the clock; detrimental rounding of
3 employee time entries, editing and/or manipulation of time entries to show less hours than actually
4 worked; failing to pay reporting time pay; failing to pay paid time off and vacation time owed; and
5 failing to pay split shift premiums, to the detriment of Aggrieved Employees.

6 36. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing to provide Aggrieved Employees a thirty (30) minute uninterrupted, timely, and complete
8 meal period for days on which the employee worked in excess of five (5) and ten (10) hours per day
9 without being afforded uninterrupted, timely, and complete 30-minute meal periods or
10 compensation in lieu thereof including, without limitation, by interrupting meal periods; not
11 providing timely meal periods; failing to provide first and second meal periods; providing short
12 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
13 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
14 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
15 employees worked, as required by California wage and hour laws.

16 37. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to provide Aggrieved Employees paid, uninterrupted, timely, and complete rest periods of
18 at least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in
19 lieu thereof, including, without limitation, by failing to provide rest periods all together; requiring
20 that they be bundled together and/or with meal periods; interrupting them; requiring that employees
21 carry cellular telephones or walkie-talkies during rest periods; not providing them in a timely
22 fashion; and not permitting employees to leave the premises; and/or otherwise requiring on-duty/on-
23 call rest periods, as required by California wage and hour laws.

24 38. At all times relevant hereto, Defendants had and have a policy or practice of failing
25 to permit Aggrieved Employees from taking cooldown rest periods as required under California
26 Code of Regulations, Title 8, Section 3395, and have failed to pay premium pay in lieu thereof under
27 Labor Code section 226.7.

28 39. At all times relevant hereto, Defendants had and have a policy or practice of failing

1 to pay premium payments under Labor Code section 226.7 to Aggrieved Employees for non-
2 compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the
3 proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage
4 orders.

5 40. At all times mentioned herein, Defendants had and have a policy or practice of
6 issuing payment of wages due, or to become due, or as an advance on wages to be earned: (1) an
7 order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, which
8 was not negotiable and payable in cash, on demand, without discount, at some established place of
9 business in the state; and/or upon which the name and address did not appear on the instrument;
10 and/or at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days,
11 the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with
12 the drawee for its payment and/or (2) any scrip, coupon, or other thing redeemable, in merchandise,
13 or purporting to be payable or redeemable otherwise than in money. Plaintiff is further informed
14 and believes, and based thereon alleges that such wages were not compensated at the “regular rate”
15 of compensation as provided under Labor Code sections 226.7 and 510, subsection (a).

16 41. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish
18 Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned;
19 total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours worked at each hourly rate by
21 the employee; the legal name of the employer and/or the name and address of the legal entity
22 securing the employer’s services if the employer is a farm labor contractor; and other such
23 information as required by Labor Code section 226, subdivision (a).

24 42. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish
26 Aggrieved Employees with documents signed to obtain or hold employment under Labor Code
27 section 432, personnel records under Labor Code section 1198.5, and time records under Labor
28 Code section 1174, making it difficult for Aggrieved Employees to calculate their unpaid wages

1 and/or premium payments, to the detriment of Aggrieved Employees.

2 43. At all relevant times mentioned herein, Defendants had and have a policy or practice
3 of failing to timely pay Aggrieved Employees, among other wages, all wages owed as a result of
4 Defendants' practice or policy of failing to pay, among other wages, overtime wages at the regular
5 rate of pay, minimum wages, premium wages at the regular rate of pay, paid time off, paid sick
6 leave, and vacation time owed as required by Labor Code sections 201, 202, and 203.

7 44. At all relevant times herein, Defendants had and have a policy or practice of failing
8 to pay Aggrieved Employees their paid time off and vacation time owed upon separation of
9 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
10 applicable Wage Orders.

11 45. At all relevant times mentioned herein, Defendants have had a policy or practice of
12 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
13 limitation, Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
14 mileage and gas), purchasing uniforms, including, without limitation, for steel-toe boots, non-slip
15 shoes, and other safety and/or personal protective equipment ("PPE"), providing uniform and other
16 deposits, separately laundering mandatory uniforms, for the purchase of tools, and for the purchase
17 and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge
18 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
19 2802.

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

28 47. At all relevant times mentioned herein, Defendants failed to provide Aggrieved

1 Employees with the amount of paid sick leave required to be provided pursuant to California law
2 (including, without limitation Labor Code section 245, *et seq.*), and also did not permit its use upon
3 request as contemplated under California laws, to the detriment of Aggrieved Employees.

4 48. At all relevant times mentioned herein, Defendants had or have a policy or practice
5 of failing to reimburse deposits made, including uniform deposits, together with all interest owed at
6 the separation of employment in violation of Labor Code section 404.

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

13 50. At all times mentioned herein, Defendants have had, and continue to have, a policy
14 of failing to provide all working employees with suitable seats when the nature of the work
15 reasonably permits the use of seats. Defendants have also failed to place an adequate number of
16 seats in reasonable proximity to the work area and/or permitted employees to use such seats when
17 it does not interfere with the performance of their duties and employees are not engaged in the active
18 duties of their employment, and the nature of their work requires standing.

19 51. At all times mentioned herein, Defendants have had, and continue to have, a policy
20 of failing to provide all temporary workers with owed wages weekly by not later than the regular
21 payday of the following week.

22 52. At all times mentioned herein, Defendants have had, and continue to have, a policy
23 of failing to provide adequate and readily accessible sanitation facilities; a regular schedule for
24 servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and
25 serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or
26 blowers; and a sufficient number of toilets to be used by each sex of employee.

27 53. At all times mentioned herein, Defendants have had, and continue to have, a policy
28 of conducting unlawful background checks on prospective and current employees prior to making

1 a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated applicable laws by, without limitation: requiring job applicants and employees to disclose
3 their conviction history before Defendants made a conditional offer of employment; inquiring into
4 or considering the conviction history of applicants before Defendants made any conditional offers
5 of employment; considering, distributing, or disseminating information about arrests not followed
6 by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions
7 that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any
8 conviction for which the convicted person has received a full pardon or has been issued a certificate
9 of rehabilitation, while conducting conviction history background checks in connection with any
10 applications for employment; intending to deny an applicant a position of employment solely or in
11 part because of the applicant's conviction history; and asking applicants for employment to disclose,
12 through any written form or verbally, information concerning or related to an arrest, detention,
13 processing, diversion, supervision, adjudication, or court disposition that occurred while the person
14 was subject to the process and jurisdiction of the juvenile court, to the detriment of Aggrieved
15 Employees.

16 54. At all times mentioned herein, Defendants have had, and continue to have, a practice
17 or policy of relying on the salary history information of an applicant for employment as a factor in
18 determining whether to offer employment to an applicant or what salary to offer the applicant in
19 violation of Labor Code section 432.3 by including, on Defendants' application for employment, an
20 inquiry regarding current and/or former salary history information, including, without limitation,
21 compensation and benefits of the applicant for employment.

22 55. At all times mentioned herein, Defendants have had, and continue to have, a practice
23 or policy of requiring Aggrieved Employees to agree in writing to confidentiality policies that
24 unlawfully restrain trade by prohibiting Aggrieved Employees from speaking with prospective
25 employers about their work with Defendants, including, but not limited to, their wages and working
26 conditions. Defendants also required Aggrieved Employees to inform prospective employers of
27 Defendants' restrictions of Aggrieved Employees' freedom to work.

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

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

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

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

22 59. Plaintiff, in Plaintiff's representative capacity *only*, seeks civil penalties under Labor
23 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts on behalf of
24 only and all other Aggrieved Employees, which violate the California Labor Code as described
25 above.

26 **CLASS ACTION ALLEGATIONS**

27 60. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
28 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current

1 and former non-exempt employees of Defendants within the State of California at any time
2 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
3 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

10 **A. Numerosity**

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

15 64. Accounting for employee turnover during the relevant periods necessarily increases
16 this number. Plaintiff alleges Defendants' employment records would provide information as to the
17 number and location of all Class Members. Joinder of all members of the proposed Class is not
18 practicable.

19 **B. Commonality**

20 65. There are questions of law and fact common to Class Members. These common
21 questions include, but are not limited to:

- 22 1) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
23 worked at a proper overtime rate of pay?
- 24 2) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
25 for all other time worked at the employee's regular rate of pay and a rate of pay that
26 is greater than the applicable minimum wage?
- 27 3) Did Defendants violate Labor Code section 512 by not authorizing or permitting
28 Class Members to take compliant meal periods?

- 4) Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- 5) Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- 6) Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- 7) Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- 8) Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?
- 9) Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?
- 10) Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?
- 11) Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?
- 12) Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time.
- 13) Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 14) Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?
- 15) Are Class Members entitled to costs and attorneys' fees?
- 16) Are Class Members entitled to interest?

C. Typicality

66. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought

1 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
2 damages arising out of and caused by Defendants' common course of conduct in violation of laws
3 and regulations that have the force and effect of law and statutes as alleged herein.

4 **D. Adequacy of Representation**

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

8 **E. Superiority of Class Action**

9 68. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
11 questions of law and fact common to Class Members predominate over any questions affecting only
12 individual Class Members. Class Members, as further described therein, have been damaged and
13 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
14 violation of the Labor Code at times, as set out herein.

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

19 **FIRST CAUSE OF ACTION**

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

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

23 71. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
25 Wage Orders.

26 72. At all times relevant to this Complaint, Labor Code section 510 was in effect and
27 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
28 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated

1 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

7 74. Four (4) years prior to the filing of the Complaint in this Action through the present,
8 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
9 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
10 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
11 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
12 actually worked at the proper overtime rate of pay engaging, suffering, or permitting employees to
13 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
14 early to work and leave late work without being able to clock in for all that time, to suffer under
15 Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before clocking in
16 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
17 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
18 company meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go
19 through security screenings and/or temperature checks off the clock; failing to include all forms of
20 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
21 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
22 where overtime was worked and the additional compensation was earned for the purpose of
23 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
24 manipulation of time entries to the detriment of Plaintiff and Class Members.

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

1 applicable IWC Wage Orders, and California law.

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

6 **SECOND CAUSE OF ACTION**

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

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

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

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

15 80. For four (4) years prior to the filing of the Complaint in this Action through the
16 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
17 their regular rate of pay that is above the minimum wage engaged, suffered, or permitted employees
18 to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to
19 come early to work and leave late work without being able to clock in for all that time, to suffer
20 under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before
21 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
22 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
23 clock, to attend company meetings off the clock, to make phone calls off the clock; to drive off the
24 clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to
25 show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting
26 time pay to the detriment of Plaintiff and Class Members.

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

1 for all hours worked or otherwise due.

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

6 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

28 88. By their failure to provide Plaintiff and Class Members compliant meal periods as

1 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
2 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
3 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

11 **FOURTH CAUSE OF ACTION**

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

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

15 92. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by applicable Wage Orders.

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

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

28 95. For four (4) years prior to the filing of the Complaint in this Action through the

1 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
2 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
3 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
4 Member's regular rate of compensation on the occasions that Class Members were not authorized
5 or permitted to take compliant rest periods.

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

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

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

17 **FIFTH CAUSE OF ACTION**

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

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

21 100. At all relevant times, Plaintiff and Class Members were employees or former
22 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
23 Wage Orders.

24 101. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
25 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
26 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
27 discharge immediately upon termination. Class Members who resigned were entitled to payment
28 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation

1 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
2 unpaid at the time of resignation.

3 102. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
4 years before the filing of the Complaint in this Action through the present, Defendants, due to the
5 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
6 Members all wages earned prior to resignation or termination in accordance with Labor Code
7 sections 201 or 202.

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

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

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

21 106. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
22 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 waiting time penalties, interest, and their costs of suit, as well.

24 **SIXTH CAUSE OF ACTION**

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

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

28 108. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

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

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

16 111. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
17 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
18 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
19 provided wage statements that Defendants knew were not accurate.

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

27 113. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
28 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor

1 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
2 pay period, not to exceed an aggregate \$4,000.00 per employee.

3 114. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
4 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
5 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
6 attorneys' fees, and costs of suit.

7 **SEVENTH CAUSE OF ACTION**

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

9 115. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
10 incorporate each by reference as though fully set forth hereat.

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

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

18 118. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
19 independent and apart from, any other penalty provided in this article, every person who fails to pay
20 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
21 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
22 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
23 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
24 percent of the amount unlawfully withheld.”

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

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

121. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

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

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

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

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

125. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: laundering mandatory work uniforms; and purchasing tools necessary to perform work duties.

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

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

1 128. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
2 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
3 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
4 costs of suit.

5 **NINTH CAUSE OF ACTION**

6 **(Violation of Labor Code § 227.3 – Against All Defendants)**

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

9 130. According to Labor Code section 227.3, whenever a contract of employment or
10 employer policy provides for paid vacations, and an employee is terminated without having taken
11 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
12 accordance with such contract of employment or employer policy respecting eligibility or time
13 served.

14 131. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
15 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
16 that Plaintiff's employment contract with Defendants included paid vacations.

17 132. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
19 employees or former employees within the State of California with compensation at their final rate
20 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

21 133. As a proximate result of Defendants' failure to pay vested vacation at the final rate
22 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
23 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
24 their final rate of pay, as set out in Defendants' policy or the contract of employment between
25 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

26 134. As a further proximate result of Defendants' above-described acts and/or omissions,
27 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
28 prejudgment interest.

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

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

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

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

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

///

1 **ELEVENTH CAUSE OF ACTION**

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

3 140. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

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

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

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

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

25 144. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
26 particular Labor Code violation(s) that Plaintiff experienced.

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

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

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

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

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

15 148. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
16 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
17 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
18 deductions; all applicable hourly rates in effect and the corresponding number of hours worked at
19 each hourly rate in effect during the pay period; the legal name of the employer and/or the name and
20 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
21 and other such information as required by Labor Code section 226, subdivision (a).

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

27 150. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
28 particular Labor Code violation(s) that Plaintiff experienced.

1 Violation of Labor Code § 558

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

- 6 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
7 for each pay period for which the employee was underpaid in addition to an
8 amount sufficient to recover underpaid wages;
9 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in
11 addition to an amount sufficient to recover underpaid wages;
12 3) Wages recovered pursuant to this section shall be paid to the affected
13 employee."

14 152. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
16 failing to provide written notice in the language Defendants normally use to communicate
17 employment-related information to the employee, containing the following information: pay the
18 rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part
19 of the minimum wage; the regular payday designated by Defendants; Defendants' name(s),
20 including "doing business as" names used; the name, address, and telephone number of the workers'
21 compensation insurance carrier; information regarding paid sick leave; and other pertinent
22 information required to be disclosed by Defendants.

23 153. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 558, Aggrieved Employees are entitled to recover civil penalties for
25 Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each
26 Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for
27 each Aggrieved Employee per pay period for each subsequent violation.

28 154. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the

1 particular Labor Code violation(s) that Plaintiff experienced.

2 Violation of Labor Code § 1174.5

3 155. At all times mentioned herein, Labor Code section 1174, subdivision (b), has
4 required every person employing labor in California to “[a]llow any member of the commission or
5 the employees of the Division of Labor Standards Enforcement free access to the place of business
6 or employment of the person to secure any information or make any investigation that they are
7 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
8 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
9 or papers of the person.”

10 156. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
11 every person employing labor in California to “[k]eep a record showing the names and addresses of
12 all employees employed and the ages of all minors.”

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

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

27 159. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

4 160. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 1174.5, Aggrieved Employees are entitled to recover civil penalties
6 for Defendants' herein-described Labor Code violations in the amount of five hundred dollars
7 (\$500) per violation per Aggrieved Employee.

8 161. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
9 particular Labor Code violation(s) that Plaintiff experienced.

10 Violation of Labor Code § 1197.1

11 162. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
12 person acting either individually or as an officer, agent, or employee of another person, who pays
13 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
14 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
15 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
16 Section 203 as follows:

- 17 1) For any initial violation that is intentionally committed, one hundred dollars
18 (\$100) for each underpaid employee for each pay period for which the
19 employee is underpaid. This amount shall be in addition to an amount
20 sufficient to recover underpaid wages, liquidated damages pursuant to Section
21 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 22 2) For each subsequent violation for the same specific offense, two hundred fifty
23 dollars (\$250) for each underpaid employee for each pay period for which the
24 employee is underpaid regardless of whether the initial violation is
25 intentionally committed. This amount shall be in addition to an amount
26 sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 28 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

3 163. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
4 Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation,
5 routinely failing to pay Aggrieved Employees’ minimum wages for all hours Aggrieved Employees
6 worked or were otherwise under Defendants’ control due to, without limitation, routinely failing to
7 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
8 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
9 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
10 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

11 164. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 1197.1, Aggrieved Employees are entitled to recover civil penalties
13 for Defendants’ herein-described Labor Code violations in the amount one hundred dollars (\$100)
14 for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty
15 dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

16 165. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
17 particular Labor Code violation(s) that Plaintiff experienced.

18 Civil Penalties Under Labor Code § 2699

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

25 167. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
26 Code except those for which a civil penalty is specifically provided, the established civil penalty for
27 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
28 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved

1 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation.

3 168. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
4 each of them, violated the Labor Code sections described herein, including, without limitation, for
5 the failure to provide Aggrieved Employees with the amount of paid sick leave required to be
6 provided pursuant to California and local laws and provide written notice in the language
7 Defendants normally use to communicate employment-related information to the employee,
8 containing the following information: pay the rates of pay and overtime rates of pay applicable to
9 their employment; allowances claimed as part of the minimum wage; the regular payday designated
10 by Defendants; Defendants' name(s), including "doing business as" names used; the name, address,
11 and telephone number of the workers' compensation insurance carrier; information regarding paid
12 sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code
13 section 2810.5.

14 169. Moreover, Aggrieved Employees within the State of California are entitled to an
15 award of reasonable attorneys' fees and costs in connection with their herein-described claims for
16 civil penalties.

17 170. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
18 particular Labor Code violation(s) that Plaintiff experienced.

19 **DEMAND FOR JURY TRIAL**

20 171. Plaintiff demands a trial by jury on all causes of action contained herein.

21 **PRAYER**

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

- 24 A. An order certifying this case as a Class Action;
- 25 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
26 counsel as class counsel;
- 27 C. Damages for all wages earned and owed, including minimum and overtime wages
28 and unpaid wages for vested vacation time, under Labor Code sections 510, 1194,

1197 and 1199 and 227.3;

D. Liquidated damages pursuant to Labor Code section 1194.2;

E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);

G. Waiting time penalties under Labor Code section 203;

H. Penalties to timely pay wages under Labor Code section 210;

I. Damages under Labor Code sections 2802;

J. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;

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

L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for all Aggrieved Employees aside from Plaintiff;

M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

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

O. For attorneys' fees in prosecuting this action;

P. For costs of suit incurred herein; and

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

Dated: November 20, 2025

BIBIYAN LAW GROUP, P.C.

BY: /s/ Megan R. Lazar

VEDANG J. PATEL

MEGAN R. LAZAR

Attorneys for Plaintiff CARLOS TOSCANO on behalf of himself and all others similarly situated, and aggrieved,