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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MIGUEL A. MAGANA an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

ROUND RAPTOR, LLC, a Delaware limited
liability company dba JURASSIC WORLD:
THE EXHIBITION; TEAM COMP., LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Shiela Retez, Deputy Clerk

Case No.: 37-2023-00053114-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:
Hon. Marcella O McLaughlin
Dept.: C-72

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Reporting Time Under 8 CCR § 11100(5);
6. Violation of Labor Code § 226(a)
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
11. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint filed: December 7, 2023

1 Plaintiff MIGUEL A. MAGANA (hereinafter "Plaintiff"), on behalf of himself and all
2 other similarly situated non-exempt, hourly workers employed by Defendants in California
3 (collectively, "Employees"; individually, "Employee") complains of Defendants, and each of
4 them, as follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of himself and all other similarly situated
7 current and former Employees within the State of California who, at any time from four years
8 prior to the filing of this lawsuit, are or were employed at facilities in California by Defendants
9 ROUND RAPTOR, LLC, a Delaware limited liability company dba JURASSIC WORLD: THE
10 EXHIBITION; TEAM COMP., LLC, a California limited liability company, and DOES 1 through
11 50, inclusive (all defendants being collectively referred to as "Defendants"). Plaintiff alleges that
12 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
13 orders of the Industrial Welfare Commission ("IWC"), and the California Business & Professions
14 Code, and seeks redress for these violations.

15 2. Plaintiff is a resident of California and San Diego County, and during the time
16 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
17 within the State of California placed at Defendant ROUND RAPTOR, LLC, dba JURASSIC
18 WORLD: THE EXHIBITION'S facilities in San Diego, California and within the County of San
19 Diego. Defendant ROUND RAPTOR, LLC, dba JURASSIC WORLD: THE EXHIBITION
20 ("Raptor") operates out of several facilities and offices in California and Defendant TEAM
21 COMP., LLC ("Team") is, upon information and belief, a recruiting and temporary staffing
22 company which jointly employs Employees they have placed at the Raptor facilities. Plaintiff and
23 the other similarly situated Employees of Defendants worked in Defendants' facilities at
24 Defendants' behest and without being paid all wages due and without being provided all their
25 required meal periods and rest breaks. Upon information and belief, Plaintiff was employed by
26 Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same
27 policies and practices; and (3) endured similar violations at the hands of Defendants as the other
28 Employee Class members who served in similar and related positions at the Raptor facilities and

1 offices in California, including both those Employees who were directly hired by Raptor and those
2 hired through Team and placed with Raptor.

3 3. Defendants failed to pay Plaintiff and the Employees in the Class for all their hours
4 worked and failed to record accurate times worked by these Employees, including by requiring off
5 the clock work and unlawful time shaving and rounding, failed to pay them at the appropriate rates
6 for all hours worked, failed to pay all wages due and owing at termination or resignation, and
7 provided Plaintiff and the Class members with inaccurate wage statements that prevented them
8 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
9 Class with lawful meal and rest periods, as Employees were required to remain under Defendants'
10 control and take shortened or late or interrupted meal periods and were not provided with the
11 opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by
12 the Labor Code and the applicable paragraphs of the IWC Wage Orders.

13 4. Defendant ROUND RAPTOR, LLC, dba JURASSIC WORLD: THE
14 EXHIBITION ("Raptor") is a Delaware limited liability, listed with the Delaware Secretary of
15 State, and does not list a California office. Raptor operates and maintains several offices and
16 facilities in California including its offices and facilities in San Diego, California. Plaintiff and the
17 Class members were employed by Raptor at these offices and facilities throughout California,
18 including in San Diego County. Raptor, upon information and belief, employs Employee Class
19 members at its California offices and facilities either directly or through temporary staffing
20 agencies, such as named TEAM COMP., LLC ("Team"), and Team, upon information and belief,
21 employs and places certain Employees in the Class, such as Plaintiff, at the Raptor offices and
22 facilities in California. Raptor is listed as the "Controlling Employer" on the wage statements
23 issued to Plaintiff during his employment, and other employment documents also list Raptor as the
24 location of his placement, and upon information and belief, Defendants issued similar wage
25 statements to other similarly situated non-exempt employee Class members. On information and
26 belief, Raptor operates a dinosaur exhibition. The website for Raptor states: "GET CLOSER TO
27 DINOSAURS THAN EVER BEFORE[.] AT JURASSIC WORLD: THE EXHIBITION! The
28 Exhibition immerses audiences of all ages in scenes inspired by the beloved film. Now, the park

1 that was only a promise comes to life... right before your eyes.”

2 5. Defendant TEAM COMP., LLC (“Team”) is a California limited liability company
3 and lists with the California Secretary of State its principal office in Burbank, California, and its
4 type of business as “Entertainment Payroll & Business Affairs.” Upon information and belief,
5 Team also operates out of several offices throughout California and maintains a presence in the
6 Raptor facilities in San Diego and the other Raptor locations in California where Plaintiff and the
7 Class members were placed. Defendant Team was listed as the employer on wage statements
8 Plaintiff received during his employment and other employment documents also list Team as the
9 employer, and upon information and belief, Team issued similar wage statements to other
10 similarly situated non-exempt employee Class members.

11 6. Upon information and belief, Defendant Raptor hires Employees either directly or
12 through staffing agencies such as Team. Upon information and belief, Raptor also maintains
13 control over key aspects of the employment of Plaintiff and the Class members, including
14 controlling their scheduled hours and working conditions, controlling when they receive meal
15 periods and rest breaks and when they are authorized to work overtime, and sets the policies and
16 practices which govern their employment. Although Plaintiff was paid by and received wage
17 statements issued by Team, they were employers of Plaintiff along with Raptor, who jointly
18 controlled the hours worked by Plaintiff and the Class members, including by setting and
19 controlling their wage rates and their daily working conditions and the policies and practices that
20 governed their daily employment, just as Raptor did for any Class members it hired directly to
21 work in its California facilities and offices and for Class members hired through other staffing
22 agencies.

23 7. Additionally, under California Labor Code § 2810.3, Raptor shares with Team, and
24 any other staffing agency it uses, in civil legal responsibility for all workers supplied to Raptor for
25 their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that “A
26 client employer shall share with a labor contractor all civil legal responsibility and civil liability
27 for all workers supplied by that labor contractor for...the payment of wages.” A “labor contractor”
28 (here, e.g., Team), is defined as “an individual or entity that supplies, either with or without a

1 contract, a client employer with workers to perform labor within the client employer's usual
2 course of business." "Client employer" (here Raptor) is defined as "a business entity, regardless
3 of its form, that obtains or is provided workers to perform labor within its usual course of business
4 from a labor contractor." Upon information and belief, Defendant Raptor is and has been a client
5 employer within the definition of Labor Code § 2810.3 and shares with Team, the labor
6 contractor, all civil legal responsibility, and civil liability for failure to pay all wages earned by
7 Plaintiff and the Class Members.

8 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
10 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
11 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
12 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
13 obligations and liabilities giving rise to this lawsuit occurred, at least in part in San Diego County,
14 as Defendant Raptor operates facilities in San Diego, California in San Diego County, which is
15 also where Plaintiff and the Class members were placed and worked by Defendants. Upon
16 information and belief, Defendant Team also maintains offices and facilities in San Diego County
17 and throughout California and places Employees there. Defendants therefore employ Plaintiff and
18 other Class members in San Diego County and at all the other offices and facilities Defendants
19 maintain and operate throughout California, including in San Diego, California, and venue is
20 proper in San Diego County.

21 9. The true names and capacities, whether individual, corporate, associate, or
22 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
23 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
24 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
25 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
26 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
27 this Complaint to reflect the true names and capacities of the Defendants designated herein as
28 Does 1 through 50 when their identities become known.

10. Plaintiff is informed and believes and thereon alleges 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 Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

11. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by unlawfully miscalculating overtime rates or under-recording of hours worked and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

12. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly Employees at their offices in California. Upon information and belief, Defendants' employment of Plaintiff and the

1 Class members is not governed under a collective bargaining agreement.

2 13. Plaintiff worked as a non-exempt hourly docent at one of Defendants' facilities in
3 San Diego, California. His job as a docent included guiding guest customers through exhibitions.
4 Plaintiff generally worked over 40 hours per week, five shifts per week. Plaintiff's scheduled
5 hours were generally from 10:15 a.m. through 7:00 p.m.

6 14. Despite their obligation to maintain accurate timekeeping records for hours
7 worked by the Class members, Defendants maintained improper time record-keeping systems
8 across their California facilities. Defendants utilize two timekeeping systems. The first is an
9 electronic record of time punches via Defendant TEAM COMP., LLC's ("Team") website. On
10 the Team website, Employees enter a username and password and go to the timekeeping tab
11 which allows them to press a button clocking them in for the shift. The Team's timekeeping
12 function purports to capture Employees' exact shift start and end time. However, for payroll
13 purposes, Defendants unfairly round or shave down Employees' time to the nearest quarter hour,
14 thereby failing to pay Employees for all their hours worked. This is evident in the time records
15 Defendants have provided for Plaintiff which demonstrate invariably uniform, rounded, or shaved
16 time entries. Notably, the Team's timekeeping function does not permit a time entry for meal
17 periods.

18 15. Defendants therefore also rely on a second timekeeping system consisting of paper
19 timesheets to record Employees' meal periods. However, Employees are still not permitted to
20 record their own meal period entries. Instead, Defendants utilize "breakers" to record meal
21 periods for Employees on a single timesheet used for the day. "Breakers" are Employees on
22 rotation whose sole duties for the day are to cover Employees so they can take their rest breaks
23 and meal periods. "Breakers" carry a list of their assigned Employees to cover for the day, their
24 workstation, and their assigned break time. Next to the Employees' names, the breaker hand
25 writes the time they arrived at the Employee's location to relieve them, and the time the
26 Employee returned from their meal period. This system purports to accurately record Employees
27 meal periods. However, on information and belief, "breakers" did not accurately record
28 Employees' actual meal period times and did not ensure that Employees received a full 30-

1 minute meal period. Instead, breakers recorded meal periods by a prescribed schedule, which due
2 to Employees' work and customer demands, did not permit Employees to receive compliant meal
3 periods.

4 16. Defendants' policy and practice of using "breakers" to relieve Employees' for
5 meal periods and rest breaks is inherently violative of California Labor law. Defendants begin to
6 count meal periods from the moment of the breaker's arrival at the covered Employees'
7 workstation. It is from that moment that Employees' 30-minute meal period begins to run.
8 However, Employees are not free from Employer control as soon as their meal periods
9 purportedly begin. Instead, Employees must ensure they're responsive to any customers' pending
10 questions or requests when the breaker arrives and thus cannot abruptly leave once their meal
11 period begins. Defendants' entire operation relies on good customer service and providing guests
12 with a great exhibition experience. Thus, they must ensure that customers are assisted before
13 leaving. Upon leaving their workstation, Employees must walk through a lengthy path to exit
14 Defendants' only entry and exit point in their 16,000 square foot tent, which can take several
15 minutes. Once outside the tent, Employees must go to the break room/locker room, a trailer just
16 outside the tent, where Employees must remove their costumes before being able to exit
17 Defendants' premises. Defendants' Employee handbook specifically states that "[t]he costume
18 should not be eaten in, smoked in, or worn outside of the exhibit." Accordingly, Employees must
19 remove their costumes which can take several minutes. Only once Employees are out of the tent
20 and out of their costume are they free to leave Defendants' premises. Employees had to repeat
21 this process when returning from their meal periods and ensure they allocated enough time to put
22 their costumes back on and walk back to their workstations. Employees may spend twelve
23 minutes or more going through the above-referenced procedures yielding them far less than 30
24 minutes for their meals.

25 17. Because "breakers" can only leave to cover the next Employee once the current
26 one returns, if an Employee is delayed in returning from their meal period, this results in the
27 breaker falling behind schedule in covering the subsequent Employees. Accordingly, Employees
28 whose meal periods approximate the fifth hour of work do not receive coverage to take their meal

1 periods until after the fifth hour. This results in Employees receiving late meal periods.

2 18. Defendants' unlawful meal period practices cause Employees to receive
3 substantially less than 30 minutes for their meal periods and to receive late meal periods.
4 Nonetheless Defendants' "breakers" record that Employees received full and timely 30-minute
5 meal periods. On information and belief, the failure to do so would result in "breakers" being
6 disciplined. Thus, under Defendants' unlawful timekeeping and meal break policies, "breakers"
7 were incentivized to inaccurately record meal periods to maintain the appearance of compliance
8 and avoid discipline.

9 19. The failure to maintain accurate timekeeping records perpetrated by Defendants
10 have also been exacerbated by other off the clock work Defendants required their Employees to
11 endure. Defendants required that Employees wear a costume uniform before clocking in for their
12 shifts. Costumes were located inside the break room/locker room. Thus, before clocking in on the
13 Team's website, Employees spent several minutes changing into their costume. Defendants failed
14 to pay Employees for this time they were under Defendants' control. Plaintiff and the class
15 members were also required to work or otherwise remain under Defendants' control after their
16 shift end times, including on site and through after hours work related communications and other
17 work requirements.

18 20. Defendants did this, upon information and belief, in connection with other
19 employees in a concerted effort to limit and restrict overtime incurred by Plaintiff and the other
20 Class members. However, given the off the clock work and issues with meal periods and their
21 timing, Plaintiff worked beyond eight hours. As a result of the above-described rounding and
22 other off the clock work, Defendants failed to pay Plaintiff and Class members overtime for
23 several minutes at the end of work shifts which Defendants did not record in timekeeping.

24 21. Plaintiff was therefore not paid for all his hours worked at the required minimum,
25 overtime and double time wage rates due to Defendants' policy and practice of requiring him to
26 work off the clock and without pay. With work shifts generally scheduled for eight hours or
27 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
28 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times

1 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
2 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
3 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
4 information and belief, the Class members were bound by similar scheduling and work policies
5 which Defendants required them to follow and endured similar violations at Defendants' hands as
6 Plaintiff.

7 22. Defendants also failed to pay reporting time pay to Plaintiff and Class members. It
8 was common practice for Employees to arrive at the facilities and, after two hours of working, to
9 be sent home by their supervisors. Defendants failed to pay Employees for half of their usual or
10 scheduled day's work or four hours at the correct pay rate.

11 23. Defendants have either failed to maintain timekeeping records for Plaintiff that
12 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
13 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
14 Plaintiff in response to a timely and lawful request. By editing time records, or requiring Plaintiff
15 and the Class member to clock in and out for time periods showing less hours than were actually
16 worked or reflecting compliant meal periods that were not provided, and by failing to pay for all
17 hours worked, including at the correct rates of pay, Defendants have committed knowing and
18 intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226
19 and 1174.

20 24. As a result of the above-described unlawful requirements to work off the clock,
21 the failure to accurately record all hours worked and unlawful rounding, and the other wage
22 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
23 paid all wages earned and all wages owed to them by Defendants, including when working more
24 than eight hours in any given day and/or more than forty hours in any given week. As a result of
25 Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime hours
26 worked for which they were not adequately and completely compensated, in addition to the hours
27 they were required to work off the clock at their regular rates.
28

1 25. Therefore, from at least four years prior to the filing of this lawsuit and continuing
2 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
3 hours worked and failing to pay minimum wages for all time worked, as required by California
4 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
5 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
6 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
7 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
8 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
9 paid Plaintiff and the Class members bonuses and shift differentials and other forms of
10 remuneration above and beyond their hourly pay, upon information and belief Defendants
11 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
12 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

13 26. Defendants also failed to provide Plaintiff and the Class members with their
14 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
15 eight hours. Demanding workloads and Defendants' use of "breakers" to relieve Employees for
16 breaks contributed to Defendants' common policy of failing to provide lawful meal periods to
17 Plaintiff and the Class members, as required under the Labor Code and Paragraph 11 of the IWC
18 Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and
19 the employee Class Members to take all required 10-minute rest breaks, as required under the
20 Labor Code and Paragraph 12 of the IWC Wage Order(s).

21 27. More specifically, Plaintiff worked shifts that entitled him to at least one meal
22 period, but Defendants required Plaintiff and the Class members to go through a series of steps
23 before being able to take lawful meal periods. To whatever extent there was ever a schedule for
24 meal periods, it went by the wayside quickly as Employees had to await a "breaker" to arrive to
25 relieve them for their meal periods. The practice of using "breakers" led to systematically late
26 meal periods if they were provided at all, and on-duty meal periods that were incessantly
27 interrupted by customer and management demands and required job duties and tasks. Moreover,
28 having to walk long distances in and out of the work premises and donning and doffing costumes

1 shortened Employees' meal periods. Also, Employees were not permitted to record their own meal
2 periods and instead "breakers" recorded meal periods so they would appear compliant and so
3 Defendants could avoid paying Employees meal period premiums.

4 28. Therefore, meal period violations systematically occurred throughout all of
5 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period and meal
6 premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they
7 failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to
8 pay the one-hour premium payment. Upon information and belief, the other Class members were
9 subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

10 29. Defendants thus failed to provide all the legally required unpaid, off-duty meal
11 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
12 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
13 members were required to perform work as ordered by Defendants or otherwise remain under
14 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
15 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
16 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
17 in a manner that would impact when Employees were to receive meal periods and rest breaks,
18 thus leading to further violations.

19 30. As a result, Defendants' failure to provide Plaintiff and the Class members with all
20 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
21 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
22 failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
23 hourly rate of pay, for each meal period or rest break that Defendants failed to provide or
24 deficiently provided. Upon information and belief, if and when Defendants did pay any meal
25 period premiums, they failed to include all forms of remuneration in the regular rate used to
26 calculate and pay it.

27 31. Therefore, for at least four years prior to the filing of this action and through to the
28 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not

1 provided with the opportunity to take required meal breaks due to Defendants' policies and
2 practices. On the occasions when Plaintiff and the Class members were provided with a meal
3 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
4 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
5 more of the following manners:

- 6 (a) Class members were not provided full thirty-minute duty free meal periods
7 for work days in excess of five hours and were not compensated one hour's
8 wages in lieu thereof, all in violation of, among others, Labor Code §§
9 226.7, 512, and the applicable Industrial Welfare Commission Wage
10 Order(s);
- 11 (b) Class members were not provided second full thirty-minute duty free meal
12 periods for work days in excess of ten hours;
- 13 (c) Class members were required to work through at least part of their daily
14 meal period(s);
- 15 (d) Meal periods were provided after five hours of continuous work during a
16 shift; and
- 17 (e) Class members were restricted in their ability to take a full thirty-minute
18 meal period and were not permitted to leave their work premises during
19 meal periods and were otherwise required to remain under Defendants'
20 control during meal periods.

21 32. Similar violations resulted from Defendants' failure to authorize and permit
22 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
23 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
24 were either not authorized permitted the opportunity to take a rest break, or were required to
25 remain under Defendants' control until relief if and when they were authorized and permitted to
26 even attempt to take one. Moreover, having to walk long distances out of the work premises
27 resulted in shortened rest breaks. Upon information and belief, Defendants also failed to authorize
28 and permit employees to leave the premises during rest breaks, evidencing Defendants' policy

1 and practice of requiring Plaintiff and the Class members to remain under their control during
2 required off-duty rest break times.

3 33. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
4 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
5 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
6 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
7 during the relevant period, meaning Defendants' rest break policy was not to schedule or
8 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
9 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
10 on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants'
11 management, Plaintiff and the Class members were compelled to not take rest breaks despite
12 working extended shifts. Defendants have produced no evidence of any payments for rest break
13 violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums,
14 upon information and belief they failed to include all forms of remuneration, including prevailing
15 wages and the like in the regular rate at which Defendants paid the premium.

16 34. Defendants' uniformly applied policies and practices thus resulted in untimely and
17 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
18 members worked shifts of at least eight hours, which required at least two rest breaks, and often
19 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
20 when Defendants authorized and permitted Plaintiff to take a first rest break, he was not
21 permitted to take a second or a third break, and those that were provided were often late and
22 generally interrupted by job duties and requirements.

23 35. During rest periods, employers must relieve employees of all duties and relinquish
24 control over how employees spend their time. Plaintiff and the Class members were and are under
25 Defendants' control when they are working through rest breaks and remaining under Defendants'
26 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
27 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
28 authorized and permitted to take lawful rest periods, were systematically required by Defendants

1 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
2 They were required to remain on-duty during breaks or portions of their breaks, thus making
3 them either untimely or shortened and on-duty, and they were also prevented from leaving the
4 premises and otherwise remain under Defendants' control during rest breaks under Defendants'
5 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
6 the following manners:

- 7 (a) Class members were required to work without being provided a minimum
8 ten minute rest period for every four hours or major fraction thereof worked
9 and were not compensated one hour of pay at their regular rate of
10 compensation for each workday that a rest period was not provided, and to
11 the extent Defendants paid any premiums, they failed to include all forms of
12 remuneration in the regular rate used to calculate and pay them.
- 13 (b) Class members were not authorized and permitted to take timely rest periods
14 for every four hours worked, or major fraction thereof;
- 15 (c) Class members were required to remain on duty and under Defendants'
16 control during rest periods or otherwise had their rest periods interrupted by
17 work demands.

18 36. From at least four years prior to the filing of this lawsuit and continuing to the
19 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
20 deducting the Employees' earned wages, including by requiring off the clock work during breaks
21 and before and after work shifts and by miscalculating the regular rate and accordingly
22 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
23 for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and
24 owed to Plaintiff and the Class members, in violation of Labor Code § 221.

25 37. Defendants also violated California Labor Code § 246 by not providing all
26 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
27 provides that an Employee who "works in California for the same employer for 30 or more days
28 within a year from the commencement of employment is entitled to paid sick days as specified in

1 this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as
2 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
3 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
4 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
5 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
6 leave to the Class members during the relevant time period, including by failing to provide two
7 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
8 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
9 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully
10 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
11 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
12 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”
13 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
14 all their required and earned sick days and all their COVID-19 supplemental sick leave in
15 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
16 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
17 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

18 38. Defendants also failed to provide suitable seating to Plaintiff and the Class
19 members. While Plaintiff’s job required that he be on his feet when guiding and assisting
20 customers there were frequent periods when customers were not present and Plaintiff was awaiting
21 their arrival. Still, Plaintiff and Class members were required to remain standing. Throughout their
22 shifts, including when waiting for customers to arrive, Employees would be required to stand in
23 Defendants’ workstations on site for long periods. Defendants should have provided Employees
24 with suitable seating at their workstation, such as a chair or a stool or the like, and such seating
25 would in no way have interfered with the performance of Plaintiff’s job duties when customers
26 were not present. California Labor Code §1198 makes it illegal to employ an employee under
27 conditions of labor that are prohibited by the applicable Wage Order. By failing to provide
28 Plaintiff and certain Class members with suitable seats in violation of Wage Order 10-2001, § 14,

1 Defendants violated California Labor Code § 1198. Plaintiff has been injured because he was
2 employed by Defendants and was not provided with suitable seating, in violation of Lab. Code §
3 1198 and Wage Order 10-2001, § 14. Plaintiff was harmed by Defendants' failure to provide seats
4 because he was required to stand for extended periods even though the nature of his work did not
5 require that he remain standing at all times.

6 39. Upon information and belief, Defendants also failed to provide Employees such as
7 Plaintiff at the time of his employment and thereafter with written notice complying with all the
8 requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer
9 shall provide to each employee a written notice, in the language the employer normally uses to
10 communicate employment-related information to the employee, containing" specific required
11 information. Upon information and belief, Defendants failed to provide this information to the
12 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
13 provide Plaintiff and the aggrieved employee Class members certain specific information upon
14 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
15 any such information when he was hired, or have failed to produce it, and upon information and
16 belief Defendants committed similar violations in connection with similarly situated and
17 aggrieved Class members.

18 40. As a result of these illegal policies and practices, Defendants also engaged in and
19 enforced the following additional unlawful practices and policies against Plaintiff and the Class
20 members he seeks to represent:

- 21 (a) failing to pay all wages owed to Class members who either were discharged,
22 laid off, or resigned in accordance with the requirements of Labor Code §§
23 201, 202, 203;
- 24 (b) failing to pay all wages owed to the Class members twice monthly in
25 accordance with the requirements of Labor Code § 204;
- 26 (c) failing to pay Class members all wages owed, including all meal and rest
27 period premium wages, and failing to pay them at the regular rate of
28 compensation;

- 1 (d) failing to maintain accurate records of Class members' hours worked and
2 earned wages and meal periods in violation of Labor Code §§ 226 and
3 1174(d) and section 7 of the applicable IWC Wage Orders; and
4 (e) failing to produce timekeeping records in response to Plaintiff's timely and
5 lawful request to receive them under these authorities.

6 41. Defendants have also consistently failed to provide Class members with timely,
7 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
8 including by the above-described requirement of off the clock work, failure to pay all overtime
9 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
10 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
11 miscalculating any overtime or meal period or rest break premium wages and by the systematic
12 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
13 difficult to account with precision for the unlawfully withheld wages and meal and rest period
14 compensation owed to Plaintiff and the Class, during the liability period, including because they
15 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
16 and because they did not implement and preserve a record-keeping method as required for non-
17 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
18 California Wage Orders. Upon information and belief, time clock punches were not maintained or
19 were not accurately maintained for work shifts and meal periods. Defendants also failed to
20 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
21 and the Class members, including by failing to pay all overtime hours at the correctly calculated
22 overtime premium rate.

23 42. Defendants also provided Plaintiff and the Class members with wage statements
24 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
25 For the same reasons as explained above, Plaintiff and the Class members were provided with
26 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
27 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
28 miscalculated meal and rest break premiums, and sick time if and when they did pay them.

1 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
2 were aware that Plaintiff and the Class members worked more total hours than were reflected on
3 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
4 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
5 the actual hours they worked in total during a pay period and the rates they were paid for those
6 hours worked.

7 43. Defendants have thus also failed to comply with Labor Code § 226(a) by
8 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
9 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
10 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
11 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
12 applicable California IWC Wage Orders by failing to maintain time records showing when the
13 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
14 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
15 payment of wages and accurately reporting total hours worked.

16 44. Defendants also required Plaintiff and the Class members to work hours off the
17 clock for which they were not compensated. They were required to endure off the clock work
18 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were
19 not provided with sick pay and supplemental sick leave and were subjected to systematic off the
20 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted
21 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
22 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
23 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
24 two hours of their resignation, as required by California law, including Labor Code § 203.

25 45. Plaintiff has also requested records from Defendants and they have failed to
26 constructively respond or to fully respond. Therefore, Plaintiff also asserts that Defendants
27 followed a consistent policy of denying Plaintiff and Class members the right to inspect and
28 receive all of their payroll records, timecards, and personnel records.

46. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management and clocking in and out on Defendants' timekeeping system. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

47. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

48. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

49. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees in connection with Defendant Raptor’s facilities and offices within the State of California.” Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

1 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the required rates of pay, including for all
3 hours worked in excess of eight in a day and/or forty in a week.

4 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
5 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
6 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

7 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
8 Defendants' policy and/or practice of failing to authorize and permit Employees to take
9 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
10 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

11 e. Subclass 5. Reporting Time Pay Subclass: All Class members who were not
12 compensated reporting time pay.

13 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members
16 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
17 including by requiring off the clock work.

18 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
19 members who were subject to Defendants' policy and practice of not timely paying all wages
20 earned when they were due and payable at least twice monthly.

21 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
22 applicable limitations period, either voluntarily or involuntarily separated from their employment
23 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
24 termination.

25 j. Subclass 10. Expense Reimbursement Subclass. All Class members who incurred
26 necessary and reasonable expenses in connection with performing their job duties for Defendants
27 and who were subject to a policy and/or practice under which such expenses were not reimbursed.
28

1 k. Subclass 11. Failure To Produce Requested Employment Records Subclass. All
2 Class members who, within the applicable limitations period, were denied the right to inspect and
3 receive all their payroll records, timecards, and personnel records.

4 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
5 result of Defendants' business acts and practices, to the extent such acts and practices are found to
6 be unlawful, deceptive, and/or unfair.

7 50. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
8 modify the class description with greater particularity or to provide further division into subclasses
9 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
10 against Defendants, the Class Period should be adjusted accordingly.

11 51. Defendants, as a matter of company policy, practice and procedure, and in violation
12 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
13 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
14 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
15 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
16 benefit of this work, required Employees to perform this work and permitted or suffered to permit
17 this work. Defendants have uniformly denied these Class members wages to which these
18 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
19 order to unfairly cheat the competition and unlawfully profit.

20 52. This action has been brought and may properly be maintained as a class action
21 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
22 of interest in this litigation and the proposed Class is easily ascertainable from the employment
23 records for Plaintiff and the Class members that Defendants are required to maintain under
24 California law.

25 **A. Numerosity**

26 53. The potential members of the Class as defined are so numerous that joinder of all
27 the Class members is impracticable. While the precise number of Class member has not been
28 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the

1 time period relevant to this lawsuit employed, at least over 100 Employees who satisfy the Class
2 definition within the State of California. Plaintiff alleges that Defendants' employment records
3 will provide information as to the number and location of all Class members.

4 **B. Commonality**

5 54. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual Class members. The common questions are numerous and
7 substantial and flow from Defendants' uniform policies and/or practices of violating the California
8 Labor Code addressed above. As such, these common questions predominate over individual
9 questions concerning each individual Class Member's showing as to his or her eligibility for
10 recovery or as to the amount of damages. These common questions of law and fact include:

- 11 a. Whether Defendants failed to pay Employees minimum wages;
- 12 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 13 c. Whether Defendants failed to pay Employees overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
16 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
17 premium pay in lieu thereof;
- 18 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
19 Orders, by failing to authorize and permit Employees to take requisite rest breaks
20 or provide premium pay in lieu thereof;
- 21 f. Whether Defendants paid reporting time pay under the applicable wage order and 8
22 CCR § 11100(5);
- 23 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
24 inaccurate wage statements;
- 25 h. Whether Defendants violated Labor Code § 221;
- 26 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
27 wages and compensation due and owing at the time of termination of employment;
- 28 j. Whether Defendants' conduct was willful;

- 1 k. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
2 Orders by failing to maintain accurate records of Class members' earned wages and
3 work periods;
- 4 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
5 Employees during the relevant time period for all hours worked, whether regular or
6 overtime;
- 7 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
8 wages earned at least twice monthly;
- 9 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 10 o. Whether Employees are entitled to equitable relief pursuant to Business and
11 Professions Code § 17200 *et seq.*; and
- 12 p. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
13 business expenses incurred by Employees;
- 14 q. Whether Team should share with Raptor responsibility for all workers placed at
15 Raptor's California facilities and offices under California Labor Code § 2810.3.

16 **C. Typicality**

17 55. The claims of the named plaintiff are typical of those of the other Employees. The
18 Employee Class members all sustained injuries and damages arising out of and caused by
19 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
20 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
21 the off the clock work and meal and rest violations he was required to endure are typical of those
22 of the other Class members.

23 **D. Adequacy of Representation**

24 56. Plaintiff will fairly and adequately represent and protect the interest of the
25 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
26 experienced and competent in litigating employment class actions.

27 **E. Superiority of Class Action**

28 57. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
2 questions of law and fact common to all Employees predominate over any questions affecting only
3 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
4 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

5 58. As to the issues raised in this case, a class action is superior to all other methods for
6 the fair and efficient adjudication of this controversy, as joinder of all Class members is
7 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
8 members. Further, as the economic or other loss suffered by vast numbers of Class members may
9 be relatively small, the expense and burden of individual actions makes it difficult for the Class
10 members to individually redress the wrongs they have suffered. Moreover, in the event
11 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
12 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
13 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
14 to vindicate their rights for violations they endured which they would otherwise be foreclosed
15 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

16 59. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
19 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
20 set forth the subject and nature of the instant action. The Defendants' own business records can be
21 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
22 that any further notice is required additional media and/or mailings can be used.

23 60. Defendants, as prospective and actual employers of the Employees in the Class,
24 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
25 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
26 Employees as well as the effect of any alleged arbitration agreements that may have been forced
27 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
28 and policies, most notably intentionally refusing to pay for all hours actually worked which should

1 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
2 agreements and policies and practices on the Employees and Class as a whole.

3
4 61. Plaintiff and the Employees in the Class did not discover the fact that they were
5 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
6 any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury,
7 to collectively organize and oppose unlawful pay practices under California law as well as obtain
8 injunctive relief preventing such practices from continuing. As a result, the applicable statutes of
9 limitation tolled until such time as Plaintiff and the Class members discovered their claims.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY MINIMUM WAGES**
12 **(Against All Defendants)**

13 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 63. Defendants failed to pay Employees minimum wages they were owed, including
16 by their consistent policy of failing to pay Employees for all hours worked. Employees would
17 work hours and not receive wages, including as alleged above in connection with off the clock
18 work, including all the time required to remain on duty and under Defendants' control and during
19 breaks and due to the work demands placed upon them by Defendants' management, and due to
20 the unlawful rounding, all addressed in detail above. Defendants, and each of them, have also
21 intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or
22 required Employees to do so, and imposed difficult to attain job and shift scheduling
23 requirements on Plaintiff and the Class members, which resulted in off the clock work and
24 underpayment of all wages owed to Employees over a period of time, while benefiting
25 Defendants. Defendants' uniform pattern of unlawful wage and hour practices manifested,
26 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
27 policy and practice that denied accurate compensation to Plaintiff and the other members of the
28 Class as to minimum wage pay.

1 64. In California, employees must be paid at least the then applicable state minimum
2 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014,
3 and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H)
4 of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee is
6 suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to
7 California Labor Code § 204, other applicable laws and regulations, and public policy, an
8 employer must timely pay its employees for all hours worked. Defendants failed to do so.

9 65. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
10 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
11 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

12 66. The applicable minimum wage rate fixed by the commission for work during the
13 relevant period is found in the Wage Orders.

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

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

26 69. In committing these violations of the California Labor Code, Defendants
27 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
28 reflect their actual hours worked, or calculated the correct time worked and consequently

1 underpaid the actual time worked by Plaintiff and other members of the Class, including by
2 requiring off the clock work, as addressed in detail above. Defendants acted in an illegal attempt to
3 avoid the payment of all earned wages, and other benefits in violation of the California Labor
4 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.
5 As a result of these violations, Defendants also failed to timely pay all wages earned in accordance
6 with California Labor Code § 1194.

7 70. California Labor Code § 1194.2 also provides for the following remedies: “In any
8 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
9 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
10 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

11 71. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
12 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
13 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
14 pay each employee minimum wages.

15 72. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
16 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
17 interest thereon.

18 73. Also, California Labor Code §1198 instructs that: states, “the maximum hours of
19 work and the standard conditions of labor fixed by the commission shall be the maximum hours of
20 work and the standard conditions of labor for employees. The employment of any employee for
21 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
22 unlawful.” Paragraph 4 of the applicable IWC Wage Orders require the payment of minimum
23 wages for all hours worked, and that all wages earned in a pay period be paid during that period.
24 Defendants’ policies and practices violated these IWC Wage Order requirements. Under Section
25 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class members are entitled to recover
26 civil penalties, in addition to other penalties, for each underpaid Employee for violation of Section
27 4 of the IWC Wage Orders in the amount of \$50 for the initial violation and \$100 for subsequent
28 violations during each relevant pay period when Defendants failed wages for all hours worked.

1 These violations also give rise to violations of Labor Code §§ 203 and 226.

2 74. Defendants have the ability to pay minimum wages for all time worked and have
3 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
4 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

5 75. Additionally, under California Labor Code § 2810.3, Raptor shares with Team,
6 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
7 Raptor for their collective failure to pay all earned wages. California Labor Code § 2810.3
8 requires that “A client employer shall share with a labor contractor all civil legal responsibility
9 and civil liability for all workers supplied by that labor contractor for...the payment of wages.”
10 A “labor contractor” (here, e.g., Team) is defined as “an individual or entity that supplies, either
11 with or without a contract, a client employer with workers to perform labor within the client
12 employer's usual course of business.” “Client employer” (here Raptor) is defined as “a business
13 entity, regardless of its form, that obtains or is provided workers to perform labor within its
14 usual course of business from a labor contractor.” Upon information and belief, Defendant
15 Raptor is and has been a client employer within the definition of Labor Code § 2810.3 and
16 shares with Team, the labor contractor, all civil legal responsibility, and civil liability for the
17 payment of all wages earned by Plaintiffs and the Class Members. Raptor is a joint employer of
18 Plaintiff and some of the Class Members with Team, including for the reasons set forth above.
19 Raptor also directly hires some Class members, who are subject to similar policies and practices
20 as those Employees placed with Raptor by Team.

21 76. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
22 unpaid minimum wages (including double minimum wages), liquidated damages in an amount
23 equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees
24 and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of
25 the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
26 as well as the assessment of any statutory and/or civil penalties against Defendants, in a sum as
27 provided by the California Labor Code, including § 558, and/or other applicable statutes. To the
28 extent minimum wage compensation is determined to be owed to the Class members who have

1 terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202,
2 and therefore these individuals are also be entitled to waiting time penalties under California
3 Labor Code § 203, which penalties are sought herein on behalf of these Class members.
4 Defendants' failure to timely pay all wages owed also violated Labor Code § 204 for failure to pay
5 all wages owed twice monthly, and resulted in violations of Labor Code § 226 because they
6 resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was
7 willful, intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to
8 seek and recover statutory costs.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

11 **(Against All Defendants)**

12 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

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

20 79. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
21 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
22 Industrial Welfare Commission) by failing to pay Employees for all their hours worked, including:
23 (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a
24 workday or in excess of forty hours in any workweek or for the first eight hours worked on the
25 seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
26 in excess of twelve hours in any one day or for hours worked in excess of eight hours on any
27 seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees
28 wages for all hours worked, including by requiring off the clock work and unlawful rounding as

1 addressed above and by under-reporting actual hours worked. With work shifts generally being
2 scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the
3 Class members working past eight hours on a shift, which required that they be paid at the correct
4 overtime rate of 1.5 times their regular rate.

5 80. Defendants thus had a consistent policy of not paying Employees wages for all
6 hours worked, including hours at their required regular, overtime, and double-time rates.
7 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
8 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
9 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
10 Class members all earned and owed straight time and overtime wages and other benefits, in
11 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
12 Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

13 81. Defendants have also violated these provisions by requiring Plaintiff and other
14 similarly situated non-exempt employees to work through meal periods when they were required
15 to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend
16 and participate in company required activities. Based on information and belief, Defendants did
17 not make available to Employees a reasonable protocol for correcting time records when
18 Employees worked overtime hours or to fix incorrect time entries or those that Defendants
19 unlawfully under-recorded to the Employee's detriment.

20 82. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
21 regular wages owed and overtime compensation for all hours worked, as required by California
22 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
23 IWC Wage Order, and is therefore unlawful.

24 83. Additionally, Labor Code § 558(a) provides "any employer or other person acting
25 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
27 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
28 pay period for which the employee was underpaid in addition to an amount sufficient to recover

1 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was underpaid in addition to an
3 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
4 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
5 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
6 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
7 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
8 Code § 558.

9 84. Defendants’ failure to pay compensation in a timely fashion also constituted a
10 violation of California Labor Code § 204, which requires that all wages shall be paid
11 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
12 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
13 and overtime compensation earned by Employees. Each such failure to make a timely payment of
14 compensation to Employees constitutes a separate violation of California Labor Code § 204.

15 85. Employees have been damaged by these violations of California Labor Code §§
16 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
17 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
18 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
19 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
20 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
21 any order or ruling of the commission.”

22 86. Additionally, under California Labor Code § 2810.3, Raptor shares with Team,
23 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to
24 Raptor for their collective failure to pay all earned wages. California Labor Code § 2810.3
25 requires that “A client employer shall share with a labor contractor all civil legal responsibility
26 and civil liability for all workers supplied by that labor contractor for...the payment of wages.”
27 A “labor contractor” (here, e.g., Team) is defined as “an individual or entity that supplies, either
28 with or without a contract, a client employer with workers to perform labor within the client

1 employer's usual course of business.” “Client employer” (here Raptor) is defined as “a business
2 entity, regardless of its form, that obtains or is provided workers to perform labor within its
3 usual course of business from a labor contractor.” Upon information and belief, Defendant
4 Raptor is and has been a client employer within the definition of Labor Code § 2810.3 and
5 shares with Team, the labor contractor, all civil legal responsibility, and civil liability for the
6 payment of all wages earned by Plaintiffs and the Class Members. Raptor is a joint employer of
7 Plaintiff and other Class Members, with Team, including for the reasons set forth above.

8 87. Consequently, pursuant to the California Labor Code, including Labor Code §§
9 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
10 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full
11 amount of all their unpaid wages and overtime compensation for all their hours worked, with
12 interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory
13 penalties against Defendants, and each of them, and any additional sums as provided by the
14 Labor Code and/or other statutes.

15 **THIRD CAUSE OF ACTION**

16 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

17 **(Against All Defendants)**

18 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 89. Employees regularly worked shifts greater than five hours and in some instances,
21 greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
22 Wage Order, an employer may not employ someone for a shift of more than five hours without
23 providing him or her with a meal period of not less than thirty minutes or for a shift of more than
24 ten hours without providing him or her with a second meal period of not less than thirty minutes.

25 90. Defendants failed to provide Employees with meal periods as required under the
26 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
27 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
28 provided them after Employees worked beyond the fifth hour of their shifts or Employees

1 otherwise had them shortened and interrupted by work demands and requirements to remain under
2 Defendants' control. Furthermore, upon information and belief, on the occasions when Employees
3 worked more than ten hours in a given shift, they did so without receiving a second uninterrupted
4 thirty-minute meal period as required by law.

5 91. Defendants thus failed to provide Plaintiff and the Class members with meal
6 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
7 including by not providing them with the opportunity to take meal breaks, by providing them late
8 or for less than thirty minutes, or by requiring them to perform work during breaks.

9 92. Moreover, Defendants failed to compensate Employees for each meal period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
11 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 hour of pay at the employee's regular rate of compensation for each workday that the meal period
14 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
15 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
16 and 20 of the applicable IWC Wage Orders. To the extent Defendants did pay any meal period
17 premium, upon information and belief they failed to include all forms of remuneration, including
18 bonuses, in the regular rate used to calculate and pay the premium.

19 93. Upon information and belief, Defendant Raptor is and has been a client employer
20 within the definition of Labor Code § 2810.3. Therefore, Team, the labor contractor, must share all
21 civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the
22 Class Members, with Raptor, including the premium penalty wages owed for Defendants' failure
23 to provide meal periods.

24 94. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
25 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
26 to one hour of wages at their effective hourly rates of pay for each meal period not provided or
27 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
28 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and

1 other statutes and applicable IWC Wage Order paragraphs.

2 **FOURTH CAUSE OF ACTION**

3 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

4 **(Against All Defendants)**

5 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 96. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
8 provide that employers must authorize and permit all employees to take rest periods at the rate of
9 ten minutes net rest time per four work hours.

10 97. Employees consistently worked consecutive four hour shifts and were generally
11 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
12 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
13 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
14 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
15 breaks of not less than ten minutes for each consecutive four hour shift. Employees were often
16 required to work or to otherwise remain under Defendants' control during rest periods, and had
17 breaks provided untimely as a result of the above described off the clock work. Plaintiff and the
18 Class members were also not permitted to leave their work premises during rest breaks.

19 98. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
20 Orders provide that if an employer fails to provide an employee rest period in accordance with this
21 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
22 compensation for each workday that the rest period is not provided.

23 99. Defendants, and each of them, have therefore intentionally and improperly denied
24 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
25 paragraph 12 of the applicable IWC Wage Orders.

26 100. Defendants failed to authorize and permit Plaintiff and the Class members to take
27 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
28 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed

1 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
2 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants did pay any rest break
3 premium, upon information and belief they failed to include all forms of remuneration, including
4 bonuses, in the regular rate used to calculate and pay the premium.

5 101. Upon information and belief, Defendant Raptor is and has been a client employer
6 within the definition of Labor Code § 2810.3. Therefore, Team, the labor contractor, must share all
7 civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the
8 Class Members, with Raptor, including the premium penalty wages owed for Defendants' failure
9 to provide rest breaks.

10 102. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
11 applicable IWC Wage Orders, Employee Class members are entitled to damages in an amount
12 equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without
13 the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory
14 penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or
15 other statutes.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY REPORTING TIME PAY UNDER WAGE ORDER 10-2001,**

18 **8 CCR § 11100(5)**

19 **(Against All Defendants)**

20 103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 104. Wage Order 10-2001 provides that "[e]ach workday an employee is required to
23 report for work and does report, but is not put to work or is furnished less than half said employee's
24 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work,
25 but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
26 rate of pay, which shall not be less than the minimum wage." Cal. Code Regs., tit. 8, § 11100(5)(A).

27 105. As set forth herein, Plaintiff and Employees were required to report for work and
28 were sent home before half of their scheduled days' work. Defendants failed to pay Plaintiff and

1 Employees for half of their scheduled days' work in violation of the applicable Wage Order.

2 106. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff
3 and the Class have been damaged in that Plaintiff and the Class have not been paid all required
4 reporting time pay.

5 107. Upon information and belief, Defendant Raptor is and has been a client employer
6 within the definition of Labor Code § 2810.3. Therefore, Team, the labor contractor, must share all
7 civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the
8 Class Members, with Raptor, including the wages owed for Defendants' failure to provide
9 reporting time pay.

10 108. Consequently, pursuant to the California Labor Code, including Labor Code §§
11 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
12 paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid
13 wages, including reporting time pay, with interest, plus their reasonable attorneys' fees and costs,
14 as well as the assessment of any statutory penalties against Defendants, and each of them, and
15 any additional sums as provided by the Labor Code and/or other statutes.

16 **SIXTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 226(a)**

18 **(Against All Defendants)**

19 109. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

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

28 111. Defendants also failed to provide Plaintiff and the similarly situated Employee

1 Class members with accurate itemized wage statements in writing, as required by the Labor Code
2 and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to
3 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
4 including by failing to pay for all hours worked and due to unlawful rounding, failure to pay for all
5 overtime hours worked at the correct rate of pay and for providing deficient meal periods and rest
6 breaks, all of which Defendants knew or reasonably should have known were owed to the
7 Employees, as alleged above.

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

20 113. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
21 and intentional failure to provide them with the wage and hour statements as required by law and
22 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
23 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
24 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
25 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
26 wage statement alone one or more of the following: (i) The amount of the gross wages or net
27 wages paid to the employee during the pay period or any of the other information required to be
28 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of

1 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
2 wages paid to the employee during the pay period, (iii) The name and address of the employer
3 and, (iv) The name of the employee and only the last four digits of his or her social security
4 number or an employee identification number other than a social security number. For purposes
5 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
6 objective standard] would be able to readily ascertain the information without reference to other
7 documents or information.

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

16 115. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
17 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all
19 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
20 them to make mathematical computations to analyze whether the wages paid in fact compensated
21 them correctly for all hours worked.

22 116. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
23 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
24 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
25 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
26 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e), and are entitled to
27 recover further penalties pursuant to paragraphs 4(B) and 20 of the applicable IWC Wage Orders.
28 They are also entitled to an award of costs and reasonable attorneys’ fees.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

117. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

118. Labor Code § 221 provides, “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, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

119. Defendants unlawfully received and/or collected wages from the Employees in the Class by implementing a policy understating the hours worked by Employees, by requiring off the clock work and unlawful rounding and by failing to pay overtime and premiums at the required and correctly calculated regular rate, and by automatically deducting time for meal periods when they were not lawfully provided, as alleged above.

120. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

121. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

122. 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

1 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
2 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
3 calendar days following the close of the payroll period.” As detailed above, Defendants
4 maintained a consistently applied policy and practice of not paying all wages earned between the
5 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
6 between the 16th and the last day of the month between the 1st and 10th day of the following month.
7 This included failing to pay all wages due and owing to Plaintiff and the Class members for all
8 hours they worked and failing to pay all wages earned by not more than seven calendar days
9 following the close of the payroll period.

10 123. All wages due and owing to Plaintiff and the Class members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
12 required by Labor Code § 1194 and other sections became due and payable to each employee in
13 each pay period that he or she was not provided with a meal period or rest period or paid straight
14 or overtime wages to which he or she was entitled. Additionally, the wage statements issued by
15 Defendants failed to list all hours worked at the applicable rates and undercompensated Plaintiff
16 and the Class members, thus giving rise to further failure to timely pay wages violations.

17 124. Defendants violated Labor Code § 204 by systematically refusing to timely pay
18 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
19 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
20 payday for the period involved, not less than the applicable minimum wage for all hours worked in
21 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
22 hours than those fixed by the order or under conditions of labor prohibited by the order is
23 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
24 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
25 penalties under paragraph 20 of the applicable IWC Wage Orders.

26 125. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
27 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
28 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,

1 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
2 applicable IWC Wage Orders.

3 **NINTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 203**
5 **(Against All Defendants)**

6 126. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 127. Plaintiff and numerous Class members are no longer employed by Defendants; they
9 either quit Defendants' employ or were fired therefrom.

10 128. Defendants failed to pay these Employees all wages due and certain at the time of
11 termination or within seventy-two hours of resignation, as addressed in detail above.

12 129. The wages withheld from these Employees by Defendants remained due and owing
13 for more than thirty days from the date of separation from employment.

14 130. Defendants failed to pay Plaintiff and the Class members without abatement, all
15 wages as defined by applicable California law. Among other things, these Employees were not
16 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
17 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
18 Employees and failing to pay Employees at the correctly calculate rate for overtime, and
19 Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as
20 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
21 was willful within the meaning of Labor Code § 203.

22 131. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
23 are required "to pay each employee, on the established payday for the period involved, not less
24 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
25 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
26 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
27 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
28 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable

1 IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are
2 subject to a fine of not less than \$100 for causing Employees “to work for longer hours than those
3 fixed, or under conditions of labor prohibited by an order of the commission” or if the employer
4 pays “a wage less than the minimum fixed by an order of the commission” or “violates...any
5 provision of this chapter or any order or ruling of the commission.”

6 132. Upon information and belief, Defendant Raptor is and has been a client employer
7 within the definition of Labor Code § 2810.3. Therefore, Team, the labor contractor, must share all
8 civil legal responsibility and civil liability for the payment of all wages earned by Plaintiff and the
9 Class Members, with Raptor, including the failure to pay all wages due and owing upon
10 termination or separation from Defendants’ employment.

11 133. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
12 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
13 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
14 shall continue until paid for up to thirty (30) days from the date they were due.

15 **TENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

17 **(Against All Defendants)**

18 134. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 135. Plaintiff is informed and believes and based thereon alleges that throughout the
21 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
22 related expenses they incurred. Defendants required Plaintiff and the Class members to use their
23 cellular phones to respond to work-related calls from management as addressed above. Plaintiff
24 and the Class members must be reimbursed for these necessary business expenses under Labor
25 Code § 2802 and Defendants systematically failed to do so.

26 136. Defendants thus followed a uniform policy and practice of failing to reimburse
27 Employees for these necessary work related expenses or losses incurred in direct discharge of their
28 job duties during employment with Defendants and at the direction of the Defendants pursuant to

1 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

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

9 138. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
10 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
11 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
12 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
13 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
14 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

15 **ELEVENTH CAUSE OF ACTION**

16 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

17 **(Against All Defendants)**

18 139. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 140. Pursuant to California Labor Code § 226, current and former employees have the
21 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
22 request to their employer. Under this statute, an employer that receives a request to inspect or
23 receive a copy of records pertaining to a current or former employee must comply with the request
24 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

25 141. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
26 or his or her representative, has the right to inspect and receive a copy of the personnel records
27 that the employer maintains relating to the employee's performance or to any grievance concerning
28 the employee. Under this statute, upon written request from a current or former employee or his or

1 her representative, an employer must make the contents of those personnel records available for
2 inspection or provide a copy of the personnel records to the current or former employee, or his or
3 her representative, not later than thirty calendar days from the date the employer receives the
4 written request, subject to some limited exceptions. Failure to comply with these requests allows
5 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
6 226(f).

7 142. Plaintiff sent written requests through his counsel to Defendants for their payroll
8 records, timecards, and personnel records. However, Plaintiff has not received all of his requested
9 records as of the date of this Complaint.

10 143. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
11 produce the required records requested by Plaintiff.

12 144. On information and belief, Defendants' failure to provide Plaintiff with all of his
13 requested employment records is not an isolated incident, but was instead consistent with
14 Defendants' policy and practice that applied to Plaintiff and Employees.

15 145. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
16 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

17 146. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of
18 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other
19 Class members similarly situated are similarly entitled.

20 **TWELFTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

22 **(Against All Defendants)**

23 147. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 148. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
26 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
27 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
28 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting

1 the public interest within the meaning of Code of Civil Procedure § 1021.5.

2 149. Plaintiff is a “person” within the meaning of Business & Professions Code
3 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
4 relief, restitution, and other appropriate equitable relief.

5 150. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
6 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
7 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
8 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
9 Class members for all hours worked, due to systematic business practices as alleged herein that
10 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
11 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
12 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
13 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

14 151. Wage-and-hour laws express fundamental public policies. Paying employees their
15 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
16 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
17 vigorously to enforce minimum labor standards, to ensure that employees are not required or
18 permitted to work under substandard and unlawful conditions, and to protect law-abiding
19 employers and their employees from competitors who lower costs to themselves by failing to
20 comply with minimum labor standards.

21 152. Defendants have violated statutes and public policies. Through the conduct alleged
22 in this Complaint Defendants have acted contrary to these public policies, have violated specific
23 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
24 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
25 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
26 guaranteed to all employees under the law.

27 153. Defendants’ conduct, as alleged above, constitutes unfair competition in violation
28 of the Business & Professions Code § 17200 *et seq.*

154. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

155. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

156. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

157. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*

(Against All Defendants)

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

159. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time

1 period.

2 160. In failing to pay Aggrieved Employees minimum wages and overtime, not
3 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
4 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
5 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
6 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
7 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
8 paragraph 7 of the applicable IWC Wage Orders.

9 161. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
10 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
11 including the penalty provisions, without limitation, based, inter alia, on the following California
12 Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558,
13 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5 and
14 2698 *et seq.*

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

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

pursuant to Labor Code § 2699(g)(1);

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

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

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

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their

COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees with all their required reporting time pay in violation of Wage Order 10-2001 and 8 § CCR 11100(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(h) Failure to Provide Suitable Seating: For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and the civil and statutory penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(i) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any

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

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

5 163. Plaintiff has exhausted his administrative remedies by submitting a certified letter to
6 the LWDA and Defendants on December 7, 2023 (LWDA-CM-998461-23) addressing in detail
7 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
8 legal theories to support the alleged violations and requested penalties. The LWDA has not
9 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
10 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the
11 violations addressed herein and in the PAGA Notice letter and the original Complaint.

12 **RELIEF REQUESTED**

13 WHEREFORE, Plaintiff prays for the following relief:

- 14 1. For an order certifying this action as a class action;
- 15 2. For compensatory damages in the amount of the unpaid minimum wages for work
16 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
17 the filing of this action, as may be proven;
- 18 3. For liquidated damages in the amount equal to the unpaid minimum wage and
19 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 20 4. For compensatory damages in the amount of all unpaid wages, including overtime
21 and double-time pay, as may be proven;
- 22 5. For compensatory damages in the amount of the hourly wage made by Employees
23 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
24 years prior to the filing of this action, as may be proven;
- 25 6. For compensatory damages in the amount of the hourly wage made by Employees
26 for each day requisite rest breaks were not provided or were deficiently provided where no
27 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
28 be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

- 1 8. For restitution and/or damages and penalties for Defendants' failure to pay all
2 wages due twice monthly under Labor Code § 204, as may be proven;
- 3 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
4 for all class members in violation of Labor Code § 221, as may be proven;
- 5 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
6 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 7 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 8 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
- 9 13. For damages and restitution for failure to reimburse all reasonable and necessary
10 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
- 11 14. For restitution for unfair competition pursuant to Business & Professions Code
12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 13 15. For an order enjoining Defendants and their agents, servants, and employees, and
14 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
15 duties adumbrated in this Complaint;
- 16 16. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 17 17. For penalties under Labor Code § 558, as may be proven;
- 18 18. For other wages and penalties under the Labor Code as may be proven;
- 19 19. For all general, special, and incidental damages as may be proven;
- 20 20. For an award of pre-judgment and post-judgment interest;
- 21 21. For an award providing for the payment of the costs of this suit;
- 22 22. For an award of attorneys' fees; and
- 23 23. For such other and further relief as this Court may deem proper and just.

24 DATED: February 20, 2023

D.LAW, INC.

25
26 By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff Miguel A. Magana
and the putative class.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: February 20, 2023

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff Miguel A. Magana
and the putative class.

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

C.T. Corporation System
Daisy Montenegro, *Agent for Process of Service*
330 N Brand Blvd, Ste 700
Glendale, CA 91203
Agent for Team Comp., LLC

Defense Counsel for *Round Raptor, LLC*

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 20, 2024, at Glendale, California.

Katheryn Perez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
Short Title: Magana vs Round Raptor [E-FILE]	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 37-2023-00053114-CU-OE-CTL

San Diego Superior Court has reviewed the electronic filing described below. The fee assessed for processing and the filing status of each submitted document are also shown below.

Electronic Filing Summary Data

Electronically Submitted By: Alvin Lindsay
On Behalf of: Miguel Magana
Transaction Number: 21971724
Court Received Date: 02/20/2024

Filed Date: 02/20/2024
Filed Time: 05:37 PM

Fee Amount Assessed:
Case Number: 37-2023-00053114-CU-OE-CTL
Case Title: Magana vs Round Raptor [E-FILE]
Location: Central
Case Type: Other employment
Case Category: Civil - Unlimited
Jurisdictional Amount: > 35000

Status

Accepted

Documents Electronically Filed/Received

Amended Complaint
(First)

Comments

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: LegalConnect
Email: support@legalconnect.com
Contact Person: LEGALCONNECT Support
Phone: (800) 909-6859