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on behalf of herself and all other aggrieved employees

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CELENA LOPEZ ROMAN, on behalf of
herself and all other aggrieved employees,

Plaintiff,

vs.

VIRCO, INC. a Delaware Corporation;
VIRCO MFG. CORPORATION, a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. 24STCV09956

REPRESENTATIVE ACTION COMPLAINT
FOR:

- Civil Penalties Pursuant to PAGA
Labor Code §§ 2698, et seq.**

1 Plaintiff CELENA LOPEZ ROMAN, (hereinafter referred to as "Plaintiff"), on behalf of the
2 State of California and as an "aggrieved employee" acting as a private attorney general, hereby brings
3 this civil law enforcement action under the California Private Attorneys General Act ("PAGA")
4 against Defendants VIRCO, INC., a Delaware Corporation; VIRCO MFG. CORPORATION, a
5 Delaware Corporation; and DOES 1-100 (hereinafter collectively referred to as "Defendants") on
6 behalf of herself and Aggrieved Employees. Plaintiff brings this action upon information and belief,
7 except as to her own actions, the investigation of her counsel, and the facts that are a matter of public
8 record, as follows:

9 **NATURE OF THE CASE**

10 1. This is law enforcement and representative action under the Private Attorneys General
11 Act ("PAGA") of the California *Labor Code* arising out of Defendants' failure, in violation of the
12 applicable wage orders and/or California Labor Code, to provide their non-exempt employees with,
13 *inter alia*: all wages and overtime pay; compliant meal, rest, and/or recovery periods; accurate
14 itemized wage statements; accurate, timely final pay; sick pay; and adequate working conditions.

15 2. At all times relevant herein, on information and belief, Defendants have operated in
16 California as a manufacturer of office and school furniture.

17 3. At all relevant times, Defendants issued and maintained uniform, standardized
18 scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in
19 California, including Plaintiff and others similarly situated, regardless of their location or position.

20 4. Defendants have maintained practices across its locations which have failed and
21 continue to fail to pay Plaintiff and other non-exempt employees all wages. Specifically, Defendants
22 have a company-wide policy of subjecting Plaintiff and other non-exempt employees to work off-the-
23 clock before and after every shift; and of rounding time to Defendants' benefit.

24 5. Additionally, Defendants have a company-wide policy of paying overtime, meal
25 premiums and sick pay at the base rate of pay, as opposed to the regular rate of pay required under
26 California law.

27 6. In light of the foregoing, as well as additional factors, Defendants failed to provide
28 Plaintiff and other non-exempt employees with compliant wage statements and failed to timely pay

1 final wages upon termination or separation from employment.

2 7. Moreover, Defendants failed to maintain adequate temperatures in the working areas.

3 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
4 engaged in, among other things a system of willful violations of the Labor Code and the applicable
5 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
6 employees the above stated rights and benefits.

7 9. California Labor Code §§ 2698 et seq., grants California employees the right to bring
8 a civil action for violation of any provision of the Labor Code on behalf of themselves and other
9 current and former employees to recover civil penalties. In passing PAGA, the California Legislature
10 “declared that adequate financing of labor law enforcement was necessary to achieve maximum
11 compliance with state labor law, that staffing levels for labor law enforcement agencies had declined
12 and were unlikely to keep pace with future growth of the labor market, and that it was therefore in the
13 public interest to allow aggrieved employees, acting as private attorneys general, to recover civil
14 penalties for Labor Code violations.” (Arias v. Super Ct. (2009) 46 Cal. 4th 969, 980.)

15 10. PAGA permits aggrieved employees to collect the civil penalties authorized by law
16 and normally collected by the Labor and Workforce Development Agency (“LWDA”) or any of its
17 departments or division. (See Lab. Code § 2699(a).) However, because the action is brought on behalf
18 of the state, 75% of the fees collected are distributed to the LWDA for the enforcement of labor laws
19 and for the education of employers and employees. The remaining 25% is shared between aggrieved
20 employees. (See Lab. Code § 2699(i).)

21 11. PAGA provides that any civil penalty assessed and collected by the LWDA for
22 violation of applicable provisions of the California Labor Code may, as an alternative, be recovered
23 through a civil action brought by an aggrieved employee on behalf of herself or himself and other
24 current or former employees pursuant to procedure outlined in California Labor Code § 2699.3.

25 12. Pursuant to Labor Code § 2699.3(a)(1)(A), before commencing a civil action, an
26 aggrieved employee must first give notice by online filing with the LWDA and by certified mail to
27 the employer of the alleged violations, including facts and theories to support the allegations. If the
28 LWDA fails to investigate the alleged violations within 65 calendar days of the date of the notice, the

1 aggrieved employee may then file a civil action to seek penalties.

2 13. On December 28, 2023, Plaintiff provided written notice to the LWDA and by certified
3 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
4 violated, including the facts and theories to support the alleged violations.

5 14. More than 65 calendar days have passed since the date notice was provided to the
6 LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites under
7 California Labor Code Section 2699.3(a) to recover civil penalties against Defendants for violations
8 of California Labor Code identified in this Complaint.

9 15. Plaintiff, on behalf of herself and all other aggrieved employees, also requests
10 reasonable attorneys' fees and costs pursuant to, inter alia, California *Labor Code* § 2699(g).

11 **JURISDICTION AND VENUE**

12 16. The Court has jurisdiction over this representative action pursuant to article 6, section
13 10 of the California Constitution and Code of Civil Procedure section 410.10.

14 17. The Court also has jurisdiction over Plaintiff's and aggrieved employees' claims for
15 penalties pursuant to the Private Attorneys General Act of 2004, *Labor Code* sections 2698 *et seq.*

16 18. On information and belief, Defendants are either citizens of California, have sufficient
17 minimum contacts in California, or otherwise intentionally avail themselves of the California market
18 so as to render the exercise of jurisdiction over them by the California courts consistent with traditional
19 notions of fair play and substantial justice.

20 19. Venue is proper in Los Angeles County because the acts which give rise to this
21 litigation occurred in this county and Defendants do business in Los Angeles County. Additionally,
22 venue is proper in Los Angeles County because Defendants have employed Aggrieved Employees in
23 this county.

24 **THE PARTIES**

25 20. The plaintiff is a resident of Wilmington, California. She was employed by Defendants
26 from approximately September 7, 2021, through November 21, 2023. Plaintiff worked on Defendants'
27 assembly line in Torrance, California.

28 21. VIRCO, INC., is a Delaware Corporation.

1 22. VIRCO MFG. CORPORATION, is a Delaware Corporation.

2 23. Defendants VIRCO, INC., and VIRCO MFG. CORPORATION are, and at all relevant
3 times were, corporations duly organized and existing under and by virtue of the laws of the State of
4 Delaware, but are authorized to conduct business in the State of California, County of Los Angeles.

5 24. At all times relevant herein, on information and belief, Defendants have operated in
6 California as a manufacturer of office and school furniture.

7 25. Plaintiff does not know the true names or capacities, whether individual, partner or
8 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said
9 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
10 when the true names and capacities are known. Plaintiff is informed and believes, and based thereon
11 alleges, that each of said fictitious Defendants were responsible in some way for the matters alleged
12 herein and proximately caused Plaintiff and the Aggrieved Employees to be subject to the illegal
13 employment practices, wrongs and injuries complained of herein.

14 26. At all times herein mentioned, Defendants participated in the doing of the acts
15 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
16 each of them, were the agents, servants and employees of each of the other Defendants, as well as the
17 agents of all Defendants, and at all times herein mentioned, were acting within the course and scope
18 of said agency and employment.

19 27. Plaintiff is informed and believes, and based thereon alleges, that at all times material
20 hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint venturer
21 of, or working in concert with each of the other co-Defendants and were acting within the course and
22 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
23 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
24 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

25 28. At all times herein mentioned, Defendants, and each of them, were members of, and
26 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
27 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

28 29. At all times herein mentioned, the acts and omissions of various Defendants, and each

1 of them, concurred and contributed to the various acts and omissions of each and all of the other
2 Defendants in proximately causing the injuries and damages as herein alleged. At all times mentioned
3 herein, Defendants, and each of them, ratified each and every act or omission complained of herein.
4 At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and
5 omissions of each and all of the other Defendants in proximately causing the damages as herein
6 alleged.

7 30. The Aggrieved Employees, including the representative Plaintiff named herein, have
8 been employed during the Relevant Period in California. The practices and policies which are
9 complained of by way of this Complaint are enforced throughout the State of California.

10 **FACTUAL ALLEGATIONS**

11 31. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

12 32. Plaintiff and Aggrieved Employees seek unpaid wages, penalties, and other
13 compensation from Defendants for the relevant time period because Defendants:

- 14 a. Failed to compensate Plaintiff and Aggrieved Employees for overtime wages due;
- 15 b. Failed to compensate Plaintiff and Aggrieved Employees for all hours worked;
- 16 c. Failed to provide Plaintiff and Aggrieved Employees with compliant meal breaks,
17 rest breaks, and/or recovery periods, or premium payments in lieu thereof;
- 18 d. Failed to provide accurate itemized wage statements;
- 19 e. Failed to timely pay wages during employment;
- 20 f. Failed to provide proper sick pay;
- 21 g. Failed to timely pay all wages due upon termination or within 72 hours of
22 resignation; and
- 23 h. Failed to maintain legally compliant temperatures.

24 33. As a direct result of the wage and hour violations herein alleged, Plaintiff and the
25 Aggrieved Employees have suffered and have incurred expenses and attorneys' fees in seeking to
26 compel Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage
27 in amounts according to proof at the time of trial.

28 ///

1 ***Time Spent “Off-the-Clock”***

2 34. Defendants did not compensate their hourly non-exempt employees for all minutes that
3 they worked as described above, including but not limited to the time that the employees were subject
4 to the control and direction of Defendants; and/or the time that the employees were suffered or
5 permitted to work.

6 35. Specifically, Defendants require Plaintiff and other non-exempt employees to work
7 off-the-clock before and after every shift, including but not limited to walking to time clocks and
8 waiting in line to punch in and out.

9 36. This resulted in, *inter alia*, Defendants’ underpayment of minimum and overtime
10 wages, and failure to provide compliant meal breaks, rest breaks, and/or recovery periods and/or
11 premiums in lieu thereof.

12 ***Defendants’ Failure to Pay Overtime Wages***

13 37. Because Plaintiff and Aggrieved Employees worked shifts of eight (8) hours a day or
14 more or forty (40) hours a week or more, some of their time, including their time spent working off-
15 the-clock described above, qualified for overtime premium pay.

16 38. Defendants did not compensate their hourly non-exempt employees for overtime
17 premium pay that accrued, as a result of off-the-clock work and Defendants’ rounding policies.

18 ***Defendants’ Failure to Calculate Certain Pay at the Regular Rate***

19 39. Additionally, Defendants failed to include all remuneration for employment paid to, or
20 on behalf of, Plaintiff and Aggrieved Employees, including, *inter alia*, nondiscretionary bonuses and
21 incentive pay, in Defendants’ calculations of overtime pay, meal period premiums, and sick pay.

22 40. For example, Plaintiff received compensation in addition to hourly wages, including
23 but not limited to bonuses, but those additional amounts were not included when calculating overtime
24 pay, meal period premiums, and sick pay wages.

25 41. Accordingly, Defendants failed to compensate their hourly non-exempt employees for
26 the correct overtime, meal premiums, and sick pay owed to Plaintiff and Aggrieved Employees.

27 ***Failure to Pay all Wages and Minimum Wages***

28 42. As stated above, during the relevant time period, as a result of Defendants’ policy and

1 practice of rounding time entries, Defendants shaved time off of employees' actual time worked;
2 additionally, as a result of Defendants' policies and practices requiring off-the-clock work, whereby
3 Defendants maintained control over employees before and/or after their scheduled shift times, and/or
4 before, after, or during meal periods, Plaintiff and Aggrieved Employees were forced to work off-the-
5 clock.

6 43. Thus, Defendants did not pay their hourly non-exempt employees for all the minutes
7 that they worked as described above, including but not limited to the time that the employees were
8 subject to the control and direction of Defendants; and/or the time that the employees were suffered
9 or permitted to work. Defendants also owe each of their hourly employees for the unpaid "shaved"
10 and/or illegally "rounded" minutes.

11 ***Failure to Provide Compliant Meal Periods***

12 44. As stated above, during the relevant time period, Defendants failed to provide Plaintiff
13 and other non-exempt employees with compliant meal breaks, as the result of, *inter alia*, Defendants'
14 time rounding policies; having to wait in line to clock out and in for designated meal periods; the
15 distance from the time clock to the break area; and Defendants' requirement that Plaintiff and other
16 non-exempt employees be present in their respective work area within the 30 minutes provided for the
17 meal periods.

18 45. As a result, Plaintiff and Aggrieved Employees were forced to work during their meal
19 periods, and were not provided the opportunity to take uninterrupted meal periods as required by law.

20 ***Defendants' Failure to Provide Compliant Rest Breaks***

21 46. During the relevant time period, as a result of the off-the-clock and other requirements
22 described above, Defendants regularly failed to authorize and permit Plaintiff and Aggrieved
23 Employees to take a full ten (10) minute rest period per each four (4) hour period worked or major
24 fraction thereof.

25 ***Defendants' Failure to Provide Compliant Wage Statements***

26 47. During the relevant time period, Defendants have knowingly and intentionally
27 provided Plaintiff and the Aggrieved Employees with uniform, incomplete, and inaccurate wage
28 statements. For example, Defendants issued uniform wage statements to Plaintiff and the Aggrieved

1 Employees that fail to correctly list: the name of the employer; gross wages earned; total hours worked;
2 net wages earned; and all applicable hourly rates in effect during the pay period, including regular
3 rates of pay for overtime wages and/or meal and rest period premiums, sick time, and the
4 corresponding number of hours worked at each hourly rate.

5 48. Because Defendants rounded employees' time, and did not record the time Plaintiff
6 and the Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
7 of gross wages and net wages earned by Plaintiff and the Aggrieved Employees in compliance with
8 Labor Code sections 226(a)(1) and 226(a)(5), respectively.

9 49. For the same reasons, Defendants failed to accurately list the total number of hours
10 worked by Plaintiff and Aggrieved Employees and failed to list the applicable hourly rates of pay in
11 effect during the pay period and the corresponding accurate number of hours worked at each hourly
12 rate.

13 50. As a result of the above, Plaintiff and the Aggrieved Employees have been prevented
14 from verifying, solely from information on the wage statements themselves, that they were paid
15 correctly and in full. Instead, Plaintiff and the Aggrieved Employees have had to look to sources
16 outside of the wage statements themselves and reconstruct time records to determine whether in fact
17 they were paid correctly and the extent of underpayment, thereby causing them injury.

18 ***Defendants' Failure to Timely Pay all Wages During Employment***

19 51. Labor Code section 204 requires that all wages earned by any person in any
20 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
21 wages due upon termination of an employee, are due and payable between the 16th and the 26th day
22 of the month during which the labor was performed, and that all wages earned by any person in any
23 employment between the 16th and the last day, inclusive, of any calendar month, other than those
24 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
25 the following month.

26 52. Labor Code section 204 also requires that all wages earned for labor in excess of the
27 normal work period shall be paid no later than the payday for the next regular payroll period.
28 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed

1 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
2 not more than seven (7) calendar days following the close of the payroll period.

3 53. At all times relevant hereto, Defendants willfully failed to pay Plaintiff and Aggrieved
4 Employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal
5 and rest period premiums, including compensation required for time spent “off-the-clock,” and
6 illegally rounded time, within the time periods specified by Labor Code section 204.

7 ***Defendants’ Failure to Pay All Wages Due at Termination of Employment***

8 54. At all times relevant hereto, California *Labor Code* § 201 required an employer that
9 discharges an employee to pay compensation due and owing to said employee immediately upon
10 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any
11 compensation due and owing to said employee within seventy-two (72) hours of an employee’s
12 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay
13 compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the
14 employer is liable for waiting time penalties in the form of continued compensation for up to thirty
15 (30) work days.

16 55. Defendants willfully and knowingly failed to pay Plaintiff and the Aggrieved
17 Employees upon termination of employment all accrued compensation, as described above, including,
18 but not limited to, compensation required for time spent “off the clock,” and time illegally rounded to
19 Defendants’ benefit.

20 ***Defendants’ Failure to Minimize Excessive Indoor Heat***

21 56. Defendants failed to comply with California Labor Code § 226.7 and the applicable
22 Wage Order section 15 because they failed to minimize excessive heat in the working environment.
23 Defendants failed to maintain and implement indoor heat-related standards and increased employees’
24 risk of heat illnesses. Plaintiff and the Aggrieved Employees had limited areas to get relief from the heat.
25 Defendants also failed to provide compliant recovery periods, and to pay premiums in lieu thereof.

26 57. Defendants willfully and knowingly failed to maintain temperatures of reasonable
27 comfort consistent with industry-wide standards.

28 58. California *Labor Code* § 1198 makes it illegal to employ an employee under conditions

1 of labor that are prohibited by the applicable wage order. By failing and refusing to maintain adequate
2 temperatures or provide compliant recovery periods in violation of the applicable Wage Order Section
3 15, Defendants have violated and continue to violate California *Labor Code* § 1198.

4 ***Facts Regarding Willfulness***

5 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and
6 were advised by skilled lawyers, other professionals, employees with human resources background
7 and advisors with knowledge of the requirements of California wage and hour laws.

8 60. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
9 Defendants knew or should have known that their Aggrieved Employees, including Plaintiff, were
10 entitled to, *inter alia*: complete, proper, and timely compensation for all hours and overtime worked;
11 complete and compliant meal, rest, and recovery periods, or premiums in lieu thereof; accurate,
12 itemized wage statements; final pay in a timely manner; and maintenance of adequate temperatures.

13 **FIRST CAUSE OF ACTION**

14 **Civil Penalties Pursuant to PAGA (Labor Code §§ 2698, et seq.)**

15 **(On Behalf of All Aggrieved Employees Against Defendants)**

16 61. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
17 herein.

18 62. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,
19 California Labor Code §§ 2698 *et seq.*) applied to Defendants' employment of Plaintiff and aggrieved
20 employees.

21 63. At all times set forth herein, California Labor Code § 2699(a) has provided that any
22 provision of law under the California Labor Code that provides for a civil penalty to be assessed and
23 collected by the Labor and Workforce Development Agency (LWDA) for violations of the California
24 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
25 employee on behalf of herself and other current or former employees pursuant to procedures outlined
26 in California Labor Code § 2699.3.

27 64. At all times set forth herein, the PAGA has also provided that for the violation of any
28 Labor Code provision that does not itself contain a civil penalty, there are established civil penalties

1 of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each
2 aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

3 65. A civil action under PAGA may be brought by an “aggrieved employee,” any person
4 that was employed by the alleged violator and against whom one or more of the alleged violations was
5 committed.

6 66. Defendants have been committing, and continue to commit, violations of the California
7 Labor Code, including, but not limited to violations of California *Labor Code* §§ 201, 202, 203, 204,
8 221, 223, 226, 226.7, 246, 510, 512, 516, 1174, 1182, 1194, 1197, and 1198.

9 67. Plaintiff was employed by Defendants and the alleged violations have been committed
10 against her during her time of employment and she is, therefore, an Aggrieved Employee. Plaintiff
11 and other employees are “Aggrieved Employees” as defined by California Labor Code §2699(c) in
12 that they are all current or former employees of Defendants, and one or more of the alleged violations
13 were committed against them.

14 68. Pursuant to California Labor Code § 2699.3, aggrieved employees, including Plaintiff,
15 may pursue a civil action arising under the PAGA after the following requirements have been met:

- 16 a. The aggrieved employee shall give written notice (hereinafter “Employee’s Notice”)
17 to the LWDA and the employer of the specific provisions of the California Labor Code
18 alleged to have been violated, including the facts and theories to support the alleged
19 violations;
- 20 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
21 aggrieved employee by certified mail that it does not intend to investigate the alleged
22 violations sixty (60) calendar days of the postmark date of the Employee’s Notice.
23 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within
24 sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the
25 aggrieved employee may commence a civil action pursuant to California Labor Code
26 §2699 to recover civil penalties in addition to any other penalties to which the
27 employee may be entitled.
28

69. On December 28, 2023, Plaintiff provided written notice to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

70. More than 65 calendar days have passed since the date notice was provided to the LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code Section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code identified in this Complaint.

71. Accordingly, Plaintiff and the other aggrieved employees are entitled to and seek to recover civil penalties for Defendants' violations of the Labor Code during the applicable limitations period.

72. Pursuant to California *Labor Code* Section 2699(g), Plaintiff, on behalf of herself and the other aggrieved employees, is entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For penalties pursuant to the applicable wage order, and California *Labor Code* §§ 2699, 200, 203, 210, 226, 226.3, and 226.7;
2. For costs of suit and expenses incurred herein pursuant to California *Labor Code* §§ 226 1194, and 2699(g)(1);
3. For reasonable attorneys' fees pursuant to California *Labor Code* §§ 226, 1194, and 2699(g)(1) and *Civil Procedure* §1021.5, and/or other applicable law;
4. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law;
 - a. California *Labor Code* §§ 510, 1198 and the applicable Wage Orders for failing to pay overtime;
 - b. California *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198 and the applicable Wage Orders for failing to pay all wages;
 - c. California *Labor Code* §§ 226.7, 512, 516, 1198 and the applicable Wage Orders for failing to provide compliant meal, rest breaks, and/or recovery periods,

1 and/or premiums in lieu thereof;

- 2 d. California *Labor Code* § 226 and the applicable Wage Orders by failing to
3 provide compliant wage statements;
- 4 e. California *Labor Code* § 1174.5 and the applicable Wage Orders for failing to
5 maintain accurate records;
- 6 f. California *Labor Code* § 204 and the applicable Wage Orders for failing to pay
7 wages timely during employment;
- 8 g. California *Labor Code* §§ 201-203 and the applicable Wage Orders for failing
9 to timely pay all wages due at termination;
- 10 h. *Labor Code* § 1198 and Wage Order § 15 for failure maintain adequate
11 temperatures;

12 5. For all such other and further relief that the Court may deem just and proper.
13

14 DATED: April 19, 2024

BRADLEY/GROMBACHER, LLP

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16 By:  _____

Marcus J. Bradley, Esq.
Kiley Lynn Grombacher, Esq.
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Attorneys for Plaintiff

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