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on behalf of the State of California and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTHONY BACA, on behalf of the State of California and all Aggrieved Employees,

Plaintiff,

v.

SPACE EXPLORATION TECHNOLOGIES CORP., a Texas Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 26STCV34641

PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE SECTIONS 2698, *et seq.*

Plaintiff, ANTHONY BACA, ("PLAINTIFF"), on behalf of the State of California and all Aggrieved Employees (as defined below), hereby files this Complaint against Defendants SPACE EXPLORATION TECHNOLOGIES CORP., a Texas Corporation; and DOES 1-100, inclusive, (collectively referred to herein as "DEFENDANTS"). PLAINTIFF is informed and believes and thereon alleges as follows:

INTRODUCTION

1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California's Private Attorney General Act, Labor Code section 2698 *et. seq.* ("PAGA"), to recover civil penalties for DEFENDANTS' violations of the California Labor Code as alleged below.

JURISDICTION AND VENUE

2. This Court has jurisdiction over PLAINTIFF's claims for penalties pursuant to California statutes, including but not limited to the PAGA, and decisional law and regulations.

3. Venue is proper in this judicial district and the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within this judicial district, DEFENDANTS assigned PLAINTIFF to work in this judicial district, and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed Labor Code violations against some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in the County of Los Angeles.

THE PARTIES

4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of California and a citizen of the State of California.

5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title(s) of receiving specialist and/or a similar title(s) and/or job position(s) from in or around February 2020 through in or around May 2026. PLAINTIFF regularly worked at least approximately ten (10) hours per day, at least five (5) days per week.

6. DEFENDANTS assigned PLAINTIFF to work at DEFENDANTS' receiving, material handling, shipping and/or manufacturing facilities located in Los Angeles County, California, which operate under including but not limited to the following name(s): "SpaceX." PLAINTIFF worked as a receiving specialist and/or a similar job title/job position at those facilities. Based on information and belief, DEFENDANTS own, operate and/or maintain facilities both within and outside the State of California, though DEFENDANTS' California operations remain DEFENDANTS' principal operations, and DEFENDANTS regularly ship and receive parts, materials, components and/or other goods between DEFENDANTS' California facilities and points outside the State of California. As a regular and recurring part of PLAINTIFF's job duties, PLAINTIFF loaded and unloaded delivery trucks and other vehicles and received, moved, handled and staged parts, materials, components and/or other goods which, based on information and belief, at times had been shipped to DEFENDANTS' Los Angeles County facilities from points outside the State of California and/or were shipped, or staged for shipment, from DEFENDANTS' Los Angeles County facilities to points outside the State of California. Based on information and belief, DEFENDANTS' Los Angeles County facilities were not the final destination of all such goods, and at times goods that PLAINTIFF received, handled, staged and/or loaded remained in transit to destinations outside the State of California. DEFENDANTS trained and certified PLAINTIFF to operate powered industrial trucks, forklifts, pallet jacks and/or similar equipment used to load, unload and move such goods. PLAINTIFF and other employees of DEFENDANTS who performed receiving, shipping, material handling and/or truck loading and unloading duties at DEFENDANTS' facilities comprise a class of workers who, as a regular and necessary part of their duties, load and unload goods moving in interstate commerce, and who thereby play a direct and necessary role in the free flow of goods across state lines. PLAINTIFF was therefore actively engaged in the transportation of goods in interstate commerce.

7. Defendant, SPACE EXPLORATION TECHNOLOGIES CORP., is a Texas Corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California. Based on information and belief, DEFENDANTS' corporate headquarters was located at 1 Rocket Road, Hawthorne, California 90250, in Los Angeles

County, at the time DEFENDANTS hired PLAINTIFF and for a substantial portion of both PLAINTIFF's employment and the Class Period, and DEFENDANTS continue to maintain their main campus, their principal operations and company-wide corporate functions at that location. Based on information and belief, DEFENDANTS have continuously owned and operated their main campus located at 1 Rocket Road, Hawthorne, California 90250, in Los Angeles County, since in or around 2008, and that campus is, and at all relevant times has been, the operational and administrative center of DEFENDANTS' core business. Based on information and belief, DEFENDANTS conduct their principal rocket and spacecraft manufacturing operations at the Hawthorne campus, including the research, development, engineering and manufacture of DEFENDANTS' reusable orbital launch vehicles and DEFENDANTS' crew and cargo spacecraft; the Hawthorne campus is the center of DEFENDANTS' core launch vehicle program; DEFENDANTS employ thousands of individuals at that campus and are the largest private employer in the City of Hawthorne; DEFENDANTS employ more individuals in the State of California than in any other state; DEFENDANTS have continued to acquire additional real property in and around the City of Hawthorne in order to expand those operations; and DEFENDANTS continue to base company-wide corporate functions at the Hawthorne campus, including functions directing DEFENDANTS' governmental, regulatory and community affairs at the local and statewide levels. Based on information and belief, at all relevant times, including throughout the entirety of PLAINTIFF's employment and continuing through the present, officers and high-level management personnel of DEFENDANTS have been based at, and have overseen and managed DEFENDANTS' California operations from, the Hawthorne campus. In DEFENDANTS' Statement of Information filed with the California Secretary of State on or about June 19, 2026, DEFENDANTS designate 1 Rocket Road, Hawthorne, California 90250 - an address in Los Angeles County - as DEFENDANTS' corporate mailing address and as the business address of DEFENDANTS' Chief Financial Officer and Corporate Secretary, and that same officer executed and verified that filing on DEFENDANTS' behalf. Based on information and belief, DEFENDANTS' finance, treasury and corporate-secretarial functions are performed at DEFENDANTS' Hawthorne campus. DEFENDANTS likewise identify 1 Rocket Road, Hawthorne,

California 90250 as DEFENDANTS' address on the itemized wage statements DEFENDANTS furnish to their California employees and on DEFENDANTS' employment-related correspondence.

8. DEFENDANTS own, operate, manage and/or staff its employees to work at manufacturing centers, receiving and material handling facilities, warehouses, facilities and/or other location(s) in California, including but not limited to the manufacturing centers, receiving and material handling facilities and warehouses in including but not limited to, Hawthorne, California. DEFENDANTS specialize in including but not limited to, the design, manufacture and launch of rockets, spacecraft, satellites and related components. DEFENDANTS operate business under including but not limited to, the following name(s): "SpaceX," and/or "Space Exploration Technologies Corp." DEFENDANTS receive, manufacture and ship parts, materials and products nationwide.

9. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

10. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

11. Under California law, the definition of the terms "to employ" are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined "employer" in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services are properly performed, is properly viewed as one of the "working conditions" mentioned in the wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker, and the other entity supervises the work. *Id*. Moreover, the California Court of Appeal recently broadened the test for joint employment in California, applying a less stringent standard to what constitutes sufficient control by a business over its vendor's employees' wages and working conditions to render that business liable as a joint employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal.App.5th 868 (2021); "[i]f the putative joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the wages, hours, or working conditions of the employee, that is a sufficient showing of joint employment," *Id.* at 875 [emphasis added].

12. During PLAINTIFF's employment by DEFENDANTS, PLAINTIFF and the Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of "to employ" adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2) suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF and Aggrieved Employees to work for them.

13. PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS operated as a single integrated enterprise with common ownership and centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices

across all of their locations/facilities and subjected all of the Aggrieved Employees to these same policies and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control over the day-to-day operations and employment matters, including the power to hire and fire, set schedules, issue employee policies, and determine rates of compensation across its locations in California; (3) DEFENDANTS utilize the same policies and procedures for all California employees, including issuing the same employee handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

14. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees' wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved Employees.

15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices, meal and rest periods and other working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and Aggrieved Employees' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by

DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

17. By reason of their status as joint employers of PLAINTIFF and Aggrieved Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to all Aggrieved Employees.

PAGA ALLEGATIONS

18. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the following:

> All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present ("PAGA Period").

19. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged violations.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

20. PLAINTIFF, on August 4, 2026, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") informing it that DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via certified mail.

21. The PAGA Notice outlined PLAINTIFF's claims for violations of the California Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved Employees.

22. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA. PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

23. PLAINTIFF seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

FACTUAL ALLEGATIONS

24. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or permitted them to work.

25. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title(s) of receiving specialist and/or a similar title(s) and/or job position(s) from in or around February 2020 through in or around May 2026.

26. PLAINTIFF regularly worked at least approximately ten (10) hours per day, at least five (5) days per week.

27. DEFENDANTS assigned PLAINTIFF to work at DEFENDANTS' receiving,

material handling and/or manufacturing facilities located in Hawthorne, California which operate under including but not limited to the following name(s): "SpaceX."

28. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked. PLAINTIFF and, based on information and belief, Aggrieved Employees also earned non-discretionary compensation, such as, but not limited to, shift differential pay, non-discretionary bonus/incentive pay and/or other non-discretionary compensation.

29. **Unpaid Minimum and Overtime Wages.** Based on information and belief, DEFENDANTS failed to compensate PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS' failure to relieve employees of all duties/employer control during unpaid meal periods/otherwise unlawful practices for missed or improper meal periods, and/or other off-the-clock work practices as explained herein.

30. Based on information and belief, DEFENDANTS required PLAINTIFF and other Aggrieved Employees to complete work tasks off-the-clock prior to clocking in for the start of their shifts, after clocking out for the end of their shifts, during unpaid meal periods and/or otherwise outside of scheduled shift times, resulting in DEFENDANTS' failure to compensate them for all hours worked and the underpayment of wages owed.

31. Also, based on information and belief, at times, PLAINTIFF and other Aggrieved Employees were required to spend time waiting to access DEFENDANTS' time-keeping system and/or completing other work tasks before clocking in for the start of their shifts, resulting in DEFENDANTS' failure to compensate them for all hours worked and the underpayment of wages owed. Based on information and belief, DEFENDANTS failed to compensate PLAINTIFF for pre-shift off-the-clock work during a shift contained in one or more of the following workweeks: workweek beginning on and/or inclusive of December 1, 2024, workweek beginning on and/or inclusive of December 8, 2024, workweek beginning on and/or inclusive of December 15, 2024, workweek beginning on and/or inclusive of December 22, 2024, and/or workweek beginning on or inclusive of May 10, 2026.

32. For example, as explained herein, at times, PLAINTIFF was required to return to work during unpaid meal periods, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed.

33. DEFENDANTS' failure to pay for all time worked by virtue of its off-the-clock work practices, including without limitation, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and employer control during unpaid meal periods and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

34. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that its failure to relieve PLAINTIFF and Aggrieved Employees of all duties and employer control during unpaid meal periods, and/or other off-the-clock work practices described herein, resulted in the underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation of California's minimum and overtime wage laws.

35. Based on information and belief, DEFENDANTS failed and continue to fail to pay Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws. Based on further information and belief, to the extent DEFENDANTS paid any double time wages to PLAINTIFF and Aggrieved Employees, DEFENDANTS calculated those double time wages at a rate that failed to incorporate all non-discretionary remuneration earned by PLAINTIFF and Aggrieved Employees, and DEFENDANTS therefore failed to pay double time wages at twice PLAINTIFF's and Aggrieved Employees' proper regular rate of pay.

36. Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other Aggrieved Employees.

37. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently worked shifts of more than five hours, entitling them to at least one meal period. However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

38. For example, based on information and belief, at times, Aggrieved Employees were forced to skip their owed meal periods completely, take late meal periods in order to complete assigned job duties, were interrupted during purported meal periods, had meal periods cut short, were restricted to DEFENDANTS' premises/their assigned work stations and/or were otherwise required to remain on-duty during unpaid meal periods due to the need to continue assigned job duties.

39. For example, at times, PLAINTIFF was required to take PLAINTIFF's meal period beyond the fifth hour of work, including numerous instances in which PLAINTIFF was not permitted to begin PLAINTIFF's meal period until well into the sixth hour of work or later. There were also instances in which PLAINTIFF was interrupted during PLAINTIFF's meal periods. For example, at times, PLAINTIFF's supervisor directed PLAINTIFF to move materials, process received goods, and/or complete other assigned job duties during PLAINTIFF's unpaid meal periods, requiring PLAINTIFF to return to work while off-the-clock during unpaid meal periods and cutting PLAINTIFF's meal periods short, resulting in denied meal periods as well as DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

40. Moreover, based on information and belief, Aggrieved Employees who worked shifts of more than ten (10) and/or twelve (12) hours did not receive a second legally compliant thirty (30) minute second meal period. For example, based on information and belief, DEFENDANTS failed to provide PLAINTIFF with a compliant second meal period during a 10+ hour shift contained in

one or more of the following workweeks: workweek beginning on and/or inclusive of December 8, 2024, and/or workweek beginning on and/or inclusive of December 15, 2024.

41. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF with a compliant, uninterrupted, duty-free thirty (30) minute meal period during a shift contained in one or more of the following workweeks: workweek beginning on and/or inclusive of December 1, 2024, workweek beginning on and/or inclusive of December 8, 2024, workweek beginning on and/or inclusive of December 15, 2024, workweek beginning on and/or inclusive of December 22, 2024, and/or workweek beginning on or inclusive of May 10, 2026.

42. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

43. Moreover, based on information and belief, Aggrieved Employees who worked shifts of more than ten (10) and/or twelve (12) hours did not receive a second legally compliant thirty (30) minute second meal period.

44. For example, as explained herein, PLAINTIFF was not afforded a second meal period when PLAINTIFF worked shifts lasting longer than ten (10) and/or twelve (12) hours.

45. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a written meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

46. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in violation of California's meal period laws.

47. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period

premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

48. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

49. PLAINTIFF and other Aggrieved Employees were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

50. For example, based on information and belief, at times, PLAINTIFF and other Aggrieved Employees were unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises/their workstations. For example, at times, PLAINTIFF was interrupted and required to return to work during purportedly off-duty rest periods. Based on information and belief, PLAINTIFF was required to work through a rest period completely or cut his rest period to less than ten minutes in length during one or more of the following workweeks: workweek beginning on and/or inclusive of December 1, 2024, workweek beginning on and/or inclusive of December 8, 2024, workweek beginning on and/or inclusive of December 15, 2024, workweek beginning on and/or inclusive of December 22, 2024, and/or workweek beginning on or inclusive of May 10, 2026.

51. Separately, based on information and belief, DEFENDANTS did not always provide third rest breaks on shifts exceeding ten hours. For example, based on information and belief, PLAINTIFF was not authorized and permitted a third rest period during the shifts in excess of ten (10) hours that PLAINTIFF worked during one or more of the following workweeks: the workweek

beginning on/inclusive of December 8, 2024, the workweek beginning on/inclusive of December 15, 2024, the workweek beginning on/inclusive of December 22, 2024, and DEFENDANTS failed to pay PLAINTIFF a rest period premium in lieu thereof. Moreover, based on information and belief, at times, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

52. Based on information and belief, DEFENDANTS did not have a lawful policy, instruction, or practice as to the taking, timing, or duty-free nature of rest periods. For example, based on information and belief, DEFENDANTS failed to always authorize and permit rest periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods were provided, DEFENDANTS sometimes limited PLAINTIFF and other Aggrieved Employees to rest periods that were less than ten minutes long, requiring them to be back at their workstations within ten minutes or less of leaving their work stations, in violation of California rest period law. Also, based on information and belief, DEFENDANTS had no policy and/or practice as to the proper timing and/or duty-free nature of rest periods. For example, based on information and belief, DEFENDANTS failed to always allow PLAINTIFF and other Aggrieved Employees to take off-duty rest periods that were insofar as practicable in the middle of the work period, as required by law.

53. Based on information and belief, at times, Aggrieved Employees' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/managers pressuring them to skip rest periods completely or otherwise take non-compliant rest periods. Based on information and belief, at times, Aggrieved Employees were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and DEFENDANTS' control during rest periods.

54. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in

violation of California law. *Bluford v. Safeway Stores, Inc*. (2013) 216 Cal.App.4th 864, 872. DEFENDANTS either failed to pay a rest period premium at all for each workday a proper rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

55. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved Employees with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

56. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and Aggrieved Employees (by virtue of DEFENDANTS' failure to relieve PLAINTIFF and Aggrieved Employees of all duties and employer control during unpaid meal periods and the resulting unpaid work performed during purported meal periods) which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement gives rise to an inference of injury under Labor Code section 226 (*Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1337).

57. In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums, DEFENDANTS have violated California Labor Code section 226 by willfully failing to furnish PLAINTIFF and Aggrieved Employees with accurate, itemized wage statements. As described herein, based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate

calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that were not accurate and did not include all of the statutorily required information. As such, DEFENDANTS violated Labor Code section 226.

58. Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor Code section 226(a)(9). DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continue to cause confusion to Aggrieved Employees over whether they received all wages owed to them. PLAINTIFF and Aggrieved Employees were injured by DEFENDANTS' failure to provide accurate wage statements.

59. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that were not accurate and did not include all of the statutorily required information. As such, DEFENDANTS violated Labor Code section 226.

60. **Failure to Timely Pay All Wages.** Based on information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

61. Upon separation of employment, Aggrieved Employees' final paychecks were not timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, all owed shift differentials).

62. For example, upon separation of employment, on or around May 14, 2026,

PLAINTIFF was not provided with any final paycheck. Instead, PLAINTIFF was required to wait at least approximately one to two weeks before being provided with any final paycheck, and PLAINTIFF's late final paycheck was devoid of all wages owed, including without limitation, all owed minimum wages, overtime wages and all owed vacation pay/PTO at the properly accrued rates. As such, DEFENDANTS violated Labor Code sections 201 and/or 202.

63. These violations subject DEFENDANTS to civil penalties under Labor Code section 203, 210, and/or 256.

64. **Sick Leave Violations.** Based on information and belief, DEFENDANTS failed to properly accrue and pay PLAINTIFF and other Aggrieved Employees all owed sick leave/paid time off wages at the properly accrued rates, including but not limited to, by failing to incorporate all non-discretionary compensation into the rate of pay used to calculate owed sick leave/paid time off wages. Based on information and belief, DEFENDANTS paid PLAINTIFF and other Aggrieved Employees for hours of paid sick leave at their base hourly rates of pay rather than at their regular rates of compensation, and failed to incorporate all non-discretionary remuneration earned by PLAINTIFF and Aggrieved Employees, including but not limited to, shift differential pay, non-discretionary bonus/incentive pay and/or other non-discretionary remuneration, into the rate of pay used to calculate owed sick leave wages, resulting in the underpayment of sick leave wages owed to PLAINTIFF and Aggrieved Employees.

FIRST CAUSE OF ACTION
VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS 2698, *ET SEQ.*
(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all Defendants)

65. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

Meal Period Violations

66. California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); Brinker Restaurant Corp. v. Superior

Court (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. Ibid.

67. Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker*, *supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

68. Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker*, *supra*, 53 Cal.4th 1004.

69. As explained above, PLAINTIFF and other Aggrieved Employees were consistently unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all of their meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

70. Moreover, based on information and belief, Aggrieved Employees did not receive a timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

71. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that its unlawful policies and practices resulted in the denial

of compliant meal periods in violation of California's meal period laws.

72. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal periods in violation of California law and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration including but not limited to, commissions, multiple base rates of pay, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

73. The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated. DEFENDANTS' failure to provide valid meal periods ultimately results in further violations, such as violations of Labor Code sections 1174, 1199 and 226.6, discussed above, and other violations discussed below.

Rest Period Violations

74. California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. See applicable IWC Wage Order, §12(A). In *Brinker v Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (Id. at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest

period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

75. Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. Id. at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). Id.; see also, Bufil v. Dollar Fin. Grp., Inc., (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

76. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties, understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved Employees to skip rest periods completely or otherwise take non-compliant rest periods.

77. Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods. Based on further information and belief, Aggrieved Employees were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

78. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant first, second, or third rest periods as required by California law.

79. Moreover, based on information and belief, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there

was a missed or otherwise unlawful rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of determining the owed rest period premium.

80. The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

Minimum and Overtime Wage Violations

81. "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit." Labor Code section 1194.

82. Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, "Every employer shall pay to each employee …. not less than the applicable minimum wage for all hours worked in the payroll period…" The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum

wage. Armenta v. Osmose, Inc. (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon…" Cal. Lab. Code § 1194.2.

83. California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. Ibid.

84. As explained above, DEFENDANTS violated California's minimum and overtime wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked by virtue of, among other things, DEFENDANTS' failure to relieve PLAINTIFF and Aggrieved Employees of all duties and employer control during unpaid meal periods, the off-the-clock/unpaid work completed during those meal periods, and/or other off-the-clock work practices (described above), and/or other unlawful policies and/or practices described above which resulted in unpaid minimum and overtime wages.

85. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and Aggrieved Employees for all hours worked.

86. Based on information and belief, DEFENDANTS had actual or constructive knowledge that its failure to relieve employees of all duties and employer control during unpaid meal periods, and/or other off-the-clock work practices described herein, resulted in the underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

87. Based on information and belief, DEFENDANTS calculated the owed overtime rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s) based on the minimum wage established for the cities and/or counties within which Aggrieved

Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates above the California minimum wage rate.

88. Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

89. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

90. Based on information and belief, DEFENDANTS further violated California's overtime wage laws by failing to incorporate all non-discretionary compensation, including but not limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and other Aggrieved Employees.

91. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the referenced statutes and Wage Order provisions were violated. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Wage Statement Violations

92. California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

93. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

94. Moreover, due to violations detailed above, including but not limited to, DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide meal and rest break premiums, and failure to pay all sick leave wages at the proper rates, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary compensation earned during the pay period into the regular rate of pay for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

95. As explained above, wage statements issued by DEFENDANTS failed to list the "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of DEFENDANTS' failure to relieve Aggrieved Employees of all duties and employer control during unpaid meal periods and the resulting unpaid work performed during purported meal periods described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.,* (2018) 22 Cal.App.5th 1308, 1337).

96. Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor Code section 226(a)(9).

97. DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved Employees over whether they received all wages owed to them.

98. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as they could not easily determine whether they received all wages owed to them and whether they were paid for all hours worked.

99. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and Aggrieved Employees with accurate, itemized wage statements.

100. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved Employees have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to participate in this lawsuit and create more difficulty and expense from having to reconstruct time and pay records than if DEFENDANT had complied with its legal obligations.

101. These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated. [1]

Final Pay Violations

102. Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal.App.4th 365 (2005).

103. Based on information and belief, upon separation of employment, Aggrieved Employees' final paychecks were not timely provided, were not timely provided with all owed vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor Code section 201-202. Based on information and belief, Aggrieved Employees' final paychecks did not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay and/or all paid time off wages at the properly accrued rates (including but not limited to any owed shift differential pay).

104. These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a separate civil penalty, for each Aggrieved

[1] Labor Code § 226.3 (establishing that the civil penalty is "per employee per violation").

Employee for each pay period during which the statute provisions were violated.

Sick Leave Violations

105. Labor Code section 246 governs the rate at which paid sick days must be compensated. For non-exempt employees, Labor Code section 246, subdivision (l)(1) requires that paid sick time be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek, or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. An employer that pays sick leave wages at an employee's base hourly rate, rather than at the employee's regular rate of compensation, underpays the sick leave wages owed.

106. As explained above, based on information and belief, DEFENDANTS failed to properly accrue and pay PLAINTIFF and other Aggrieved Employees all owed sick leave/paid time off wages at the properly accrued rates, including but not limited to, by failing to incorporate all non-discretionary compensation into the rate of pay used to calculate owed sick leave/paid time off wages.

107. Based on information and belief, DEFENDANTS paid PLAINTIFF and other Aggrieved Employees for hours of paid sick leave at their base hourly rates of pay rather than at their regular rates of compensation, resulting in the underpayment of sick leave wages owed to PLAINTIFF and other Aggrieved Employees.

108. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1 and 2699. Each violation of each Labor Code section results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the referenced statutes were violated.

109. Under the provisions of PAGA and the above mentioned Labor Code sections, including but not limited to Labor Code sections 201-203, 210, 226, 226.6, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3 and all applicable Wage Orders as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following

penalties:

a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and

b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).

110. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: November 3, 2026

CROSNER LEGAL, PC

By: _____

Brandon Brouillette, Esq.
Travis J. Maher, Esq.
Attorneys for Plaintiff,
ANTHONY BACA