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 and DANITA GOSS and on behalf of all others
 similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

REBECCA REYES LOMELI and DANITA
 GOSS, themselves and on behalf of all others
 similarly situated,

Plaintiff,

v.

LOS ANGELES LGBT CENTER, a
 California corporation; and DOES 1 through
 100, inclusive,

Defendants.

CASE NO.: 24STCV02011
 Consolidated with Case No. 24STCV08409

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PAY INTEREST ON DEPOSITS;
10. UNFAIR COMPETITION
11. VIOLATION OF LABOR CODE § 226.8
12. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW, REBECCA REYES LOMELI and DANITA GOSS (“Plaintiffs”), on behalf of themselves and all others similarly situated and aggrieved, allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Los Angeles LGBT Center, and any of its respective subsidiaries or affiliated companies within the State of California (“Los Angeles LGBT”); (“Los Angeles LGBT” and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees, and employees misclassified as exempt, salaried employees who were employed by or formerly employed by Defendants (collectively, “Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 245, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiffs

3. Plaintiff REBECCA REYES LOMELI is a resident of the State of California. At all relevant times herein, Plaintiff REBECCA REYES LOMELI is informed and believes, and based thereon alleges that Defendants employed Plaintiff REBECCA REYES LOMELI as a non-exempt employee, with duties that included, but were not limited to, maintenance cleaning. Plaintiffs are informed and believe, and based thereon allege that Plaintiff REBECCA REYES LOMELI worked for Defendants from approximately March 2015 through approximately June of 2023.

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1 4. Plaintiff DANITA GOSS is a resident of the State of California. At all relevant times
2 herein, Plaintiff DANITA GOSS is informed and believes, and based thereon alleges that Defendants
3 employed Plaintiff DANITA GOSS as a non-exempt employee, with duties that included, but were
4 not limited to, responsible for the use and risk of the center, serving dinners, personalizing goals,
5 trainings, making sure individuals were in their designated areas or groups, and meeting with
6 managers. Plaintiffs are informed and believe, and based thereon allege that Plaintiff DANITA GOSS
7 worked for Defendants from approximately May 9, 2021 through approximately June 18, 2023.

8 **B. Defendants**

9 5. Plaintiffs are informed and believe and based thereon allege that defendant Los
10 Angeles LGBT is, and at all times relevant hereto was, a corporation organized and existing under
11 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
12 State of California.

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

26 **JOINT LIABILITY ALLEGATIONS**

27 7. Plaintiffs are informed and believe and based thereon allege that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant was
5 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
6 and the officers and management-level employees of said corporate employers. In addition thereto,
7 said corporate employers participated in the aforementioned acts and conduct of their said employees,
8 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
9 of said corporate employees, agents, and representatives, the defendant corporation respectively and
10 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
11 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
12 agents and representatives.

13 9. Plaintiffs are further informed and believe and based thereon allege that DOES 51
14 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor
15 Code provisions in violation of Labor Code section 558.1.

16 10. Plaintiffs are further informed and believe and based thereon allege that there exists
17 such a unity of interest and ownership between Defendants, and each of them, that their individuality
18 and separateness have ceased to exist.

19 11. Plaintiffs are further informed and believe and based thereon allege that despite the
20 formation of the purported corporate existence of Los Angeles LGBT and DOES 1 through 50,
21 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51
22 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following
23 reasons:

24 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
25 Defendants who personally committed the wrongful and illegal acts and violated the
26 laws as set forth in this Complaint, and who has hidden and currently hide behind the
27 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
28 other wrongful or inequitable purpose;

1 B. The Individual Defendants derive actual and significant monetary benefits by and
2 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
3 Defendants as the funding source for the Individual Defendants' own personal
4 expenditures;

5 C. Plaintiffs are further informed and believe and based thereon allege that the Individual
6 Defendants and the Alter Ego Defendants, while really one and the same, were
7 segregated to appear as though separate and distinct for purposes of perpetrating a
8 fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
9 purpose;

10 D. Plaintiffs are further informed and believe and based thereon allege that the business
11 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all
12 relevant times mentioned herein were, so mixed and intermingled that the same cannot
13 reasonably be segregated, and the same are inextricable confusion. The Alter Ego
14 Defendants are, and at all relevant times mentioned herein were, used by the Individual
15 Defendants as mere shells and conduits for the conduct of certain of their, and each of
16 their affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein
17 were, the alter egos of the Individual Defendants;

18 E. The recognition of the separate existence of the Individual Defendants and the Alter
19 Ego Defendants would promote injustice insofar that it would permit defendants to
20 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
21 Code, and other statutory violations. The corporate existence of these defendants
22 should thus be disregarded in equity and for the ends of justice because such disregard
23 is necessary to avoid fraud and injustice to Plaintiffs herein;

24 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
25 Defendants (and vice versa), and the fiction of their separate corporate existence must
26 be disregarded;

27 12. As a result of the aforementioned facts, Plaintiffs are further informed and believe and
28 based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

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

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

15. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

17. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

19. On or around January 30, 2024, Plaintiffs provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the January 30, 2024 postmarked date of the herein-described notice sent by Plaintiffs to the LWDA and Defendants.

FACTUAL BACKGROUND

21. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiffs, Class Members, and other Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs, Class Members, and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs, Class Members, and other Aggrieved Employees: to come early to work and leave work late without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, and/or safety equipment off the clock, to attend company meetings off the clock, failing to include all forms of remuneration, including non-discretionary bonuses, incentive

1 pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular
2 rate of pay for the pay periods where overtime was worked and the additional compensation was
3 earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
4 entries, editing and/or manipulation of time entries; and by attempting but failing to properly
5 implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to
6 implement a written agreement designating the regularly scheduled alternative workweek in which
7 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
8 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
9 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
10 AWS election; and/or failing to register an AWS election with the State of California, as required by
11 Labor Code section 511 and applicable Wage Orders) to the detriment of Plaintiffs, Class Members,
12 and other Aggrieved Employees.

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

27 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to provide Plaintiffs, Class Members, and other Aggrieved Employees a thirty (30) minute

1 uninterrupted, timely, and complete meal period for days on which the employee worked in excess of
2 five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-
3 minute meal periods or compensation in lieu thereof including, without limitation, by interrupting
4 meal periods; not providing timely meal periods; failing to provide first and second meal periods;
5 providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies
6 during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-
7 call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during
8 which employees worked, as required by California wage and hour laws.

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

17 25. For at least three (3) years prior to the filing of this action and continuing to the present,
18 Defendants have, at times, failed to pay Plaintiffs, Class Members, and other Aggrieved Employees,
19 or some of them, the full amount of their wages owed to them upon termination and/or resignation as
20 required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime
21 wages, minimum wages, premium wages.

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

3 27. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
5 Plaintiffs and other Aggrieved Employees with documents signed to obtain or hold employment under
6 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
7 Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to calculate
8 their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other Aggrieved
9 Employees.

10 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
12 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
13 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
14 Code sections 201, 202, and 203.

15 29. At all relevant times mentioned herein, Defendants have had a policy or practice of
16 failing to pay Plaintiffs, Class Members, and Aggrieved Employees their wages in accordance with
17 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
18 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
19 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
20 any calendar month, shall be paid for between the 1st and 10th day of the following month."

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

25 31. At all relevant times mentioned herein, Defendants have had a policy or practice of
26 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
27 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for purchasing
28 uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the

1 purchase equipment, and for the purchase and maintenance of cellular phones and cellular phone
2 plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of
3 Defendants, as required by Labor Code section 2802.

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

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

16 34. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
18 and experience they obtained at Defendants for purposes of competing with Defendants, including,
19 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
20 a prospective employer, and from disclosing who else works at Defendants and under what
21 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
22 and believe that this policy and/or practice violates Business and Professions Code sections 17200,
23 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
24 sections 232, 232.5, and 1197.5, subdivision (k).

25 35. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
26 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants to
27 their managers or outside to private attorneys or government officials, among others, in violation of
28 Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5.

1 In addition, Plaintiffs are informed and believe that Defendants' herein-described policies and/or
2 practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information about
3 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
4 Code section 232 and 232.5.

5 36. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
6 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
7 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
8 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision
9 (k). Plaintiffs are informed and believe that this lawful conduct includes the exercise of Plaintiffs'
10 and/or other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

11 37. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
12 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
13 245, *et seq.*, 404, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
14 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
15 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
16 penalties, , other such provisions of California law, and reasonable attorneys' fees and costs.

17 38. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
21 and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as restitution
22 of amounts owed.

23 39. Plaintiffs, in Plaintiffs' representative capacity, seeks civil penalties under Labor Code
24 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
25 California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
26 Employees pursuant to PAGA.

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CLASS ACTION ALLEGATIONS

40. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of current and former non-exempt employees and misclassified-as-exempt, salaried employees employed by or formerly employed by Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class.

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

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

A. Numerosity

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

44. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

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

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

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- 1 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
2 all other time worked at the employee's regular rate of pay and a rate of pay that is
3 greater than the applicable minimum wage?
- 4 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
5 Members to take compliant meal periods?
- 6 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
7 with additional wages for missed or interrupted meal periods?
- 8 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
9 Members to take compliant rest periods?
- 10 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed rest periods?
- 12 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
13 Members upon termination or resignation all wages earned?
- 14 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
15 section 203?
- 16 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
17 Class Members with accurate wage statements?
- 18 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
19 Code section 204?
- 20 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
21 losses incurred in direct consequence of the discharge of their duties or by obedience
22 to the directions of Defendants as required under Labor Code section 2802?
- 23 L. Did Defendants fail to return deposits made by Class Members with accrued interest
24 thereon as required under Labor Code section 404?
- 25 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
26 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 27 N. Are Class Members entitled to restitution of wages under Business and Professions
28 Code section 17203?

1 O. Are Class Members entitled to costs and attorneys' fees?

2 P. Are Class Members entitled to interest?

3 C. **Typicality**

4 46. The claims of Plaintiffs herein alleged are typical of those claims which could be
5 alleged by any Class Members, and the relief sought is typical of the relief which would be sought by
6 each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and damages
7 arising out of and caused by Defendants' common course of conduct in violation of laws and
8 regulations that have the force and effect of law and statutes as alleged herein.

9 D. **Adequacy of Representation**

10 47. Plaintiffs will fairly and adequately represent and protect the interest of Class
11 Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and
12 hour class actions.

13 E. **Superiority of Class Action**

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

20 49. Class action treatment will allow Class Members to litigate their claims in a manner
21 that is most efficient and economical for the parties and the judicial system. Plaintiffs is unaware of
22 any difficulties that are likely to be encountered in the management of this action that would preclude
23 its maintenance as a class action.

24 **FIRST CAUSE OF ACTION**

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

26 50. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
27 preceding paragraphs as though fully set forth hereat.

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1 51. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
3 Wage Orders.

4 52. At all times relevant to this Complaint, Labor Code section 510 was in effect and
5 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
6 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
7 the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

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

1 agreement designating the regularly scheduled alternative workweek in which the specified number
2 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot
3 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees
4 in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
5 failing to register an AWS election with the State of California, as required by Labor Code section
6 511 and applicable Wage Orders) to the detriment of Plaintiffs and Class Members.

7 55. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater than
8 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
9 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
10 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
11 applicable IWC Wage Orders, and California law.

12 56. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
13 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
14 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
15 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

16 **SECOND CAUSE OF ACTION**

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

18 57. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
19 preceding paragraphs as though fully set forth hereat.

20 58. At all relevant times, Plaintiffs and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

22 59. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class
23 Members were entitled to receive minimum wages for all hours worked or otherwise under
24 Defendants' control.

25 60. For four (4) years prior to the filing of the Complaint in this Action through the present,
26 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
27 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off
28 the clock, including, without limitation, by requiring Plaintiffs and Class Members: to come early to

1 work and leave late work without being able to clock in for all that time, to suffer under Defendants'
2 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift
3 tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest
4 periods, and/or safety equipment off the clock, to attend company meetings off the clock, detrimental
5 rounding of employee time entries; editing and/or manipulation of time entries to show less hours than
6 actually worked; failing to pay split shift premiums; and failing to pay reporting time pay to the
7 detriment of Plaintiffs and Class Members.

8 61. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
9 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
10 all hours worked or otherwise due.

11 62. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
12 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
13 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
14 reasonable attorneys' fees and costs of suit.

15 **THIRD CAUSE OF ACTION**

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

17 63. Plaintiffs realleges and incorporates by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

19 64. At all relevant times, Plaintiffs and Class Members were employees or former
20 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

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

27 66. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,

1 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
2 compensation for each workday that the meal period is not provided.

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

9 68. By their failure to provide Plaintiffs and Class Members compliant meal periods as
10 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
11 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
12 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

20 **FOURTH CAUSE OF ACTION**

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

22 71. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

24 72. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by applicable Wage Orders.

26 73. California law and applicable Wage Orders require that employers "authorize and
27 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
28 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3

1 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
2 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
3 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
4 minutes of paid rest period.

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

9 75. For four (4) years prior to the filing of the Complaint in this Action through the present,
10 Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-
11 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
12 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's
13 regular rate of compensation on the occasions that Class Members were not authorized or permitted
14 to take compliant rest periods.

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

19 77. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
21 for rest periods that they were not authorized or permitted to take.

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

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FIFTH CAUSE OF ACTION

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

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

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

81. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

82. Plaintiffs are informed and believe, and based thereon allege, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

83. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

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

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

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

SIXTH CAUSE OF ACTION

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

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

88. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

89. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; among other things.

90. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; among other things.

91. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

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

93. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

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

SEVENTH CAUSE OF ACTION

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

95. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

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

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

98. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and

1 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
2 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
3 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
4 percent of the amount unlawfully withheld.”

5 99. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
6 before the filing of the Complaint in this Action through the present, Defendants employed policies
7 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
8 Labor Code section 204.

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

14 101. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
15 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of penalties,
16 interest, and their costs of suit, as well.

17 **EIGHTH CAUSE OF ACTION**

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

19 102. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
20 preceding paragraphs as though fully set forth hereat.

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

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

26 105. For three (3) years prior to the filing of the Complaint in this Action through the
27 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
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1 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
2 obedience to the directions of Defendants.

3 106. During that time period, Plaintiffs are informed and believe, and based thereon allege
4 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and Class
5 Members for those losses and/or expenditures.

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

9 108. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
10 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
11 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
12 costs of suit.

13 **NINTH CAUSE OF ACTION**

14 **(Violation of Labor Code § 404 – Against All Defendants)**

15 109. Plaintiffs realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth herein.

17 110. At all relevant times, Plaintiffs and Class Members were employees or former
18 employees of Defendants covered by Labor Code sections 400 through 410.

19 111. Pursuant to Labor Code section 404, Defendants were required to immediately return
20 amounts deposited with accrued interest when Plaintiffs and Class Members returned the required
21 uniforms to Defendants.

22 112. Plaintiffs are informed and believe, and based thereon allege that for three (3) years
23 prior to the filing of this Action through the present, due to policies and practices adopted by
24 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return
25 accrued interest on deposits made by Plaintiffs and Class Members.

26 113. As a result of Defendants' conduct, Plaintiffs and Class Members have suffered
27 damages in an amount subject to proof, to the extent they were not compensated for accrued interest
28 on amounts deposited.

114. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiffs and Class Members are entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorney's fees and costs of suit.

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

115. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

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

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

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

ELEVENTH CAUSE OF ACTION

(Violation of Labor Code § 226.8 – Against All Defendants)

120. Plaintiffs re-allege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

121. Plaintiffs are informed and believe that Defendants had and have a policy or practice of failing to comply with Labor Code section 226.8 as Defendants willfully misclassified Plaintiffs and other aggrieved employees as independent contractors.

122. Labor Code section 226.8(b) states: “If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.”

123. Labor Code section 226.8(c) states: “If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.”

124. Thus, pursuant to Labor Code section 226.8, Plaintiffs and other aggrieved employees they seeks to represent are entitled to recover civil penalties for Defendants’ violation of Labor Code section 226.8, subdivision (a) in the amount specified in Labor Code sections 226.8, subdivisions (b) and (c).

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1 **TWELFTH CAUSE OF ACTION**

2 **(Civil Penalties under Labor Code Private Attorneys' General Act of 2004 –**
3 **Against All Defendants)**

4 125. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
5 preceding paragraphs as though fully set forth hereat.

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

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

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

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

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Civil Penalties Under Labor Code § 226.3

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

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

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

132. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

133. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for

1 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
2 for each subsequent violation.

3 Violation of Labor Code § 558

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

8 135. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
9 pay period for which the employee was underpaid in addition to an amount sufficient to recover
10 underpaid wages;

11 136. For each subsequent violation, one hundred dollars (\$100) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to an amount
13 sufficient to recover underpaid wages;

14 137. Wages recovered pursuant to this section shall be paid to the affected employee.”

15 138. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each
16 of them, violated, or caused to be violated, the Labor Code sections described herein, including
17 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
18 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
19 regular payday designated by employer, the name of the employer, including any “doing business as”
20 names used, the name, address, and telephone number of the workers’ compensation insurance carrier,
21 information regarding paid sick leave, and other pertinent information.

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

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Violation of Labor Code § 1174.5

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

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

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

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

144. Plaintiffs are informed and believe, and based thereon allege, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

14 147. For any initial violation that is intentionally committed, one hundred dollars (\$100) for
15 each underpaid employee for each pay period for which the employee is underpaid. This amount shall
16 be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
17 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

18 148. For each subsequent violation for the same specific offense, two hundred fifty dollars
19 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
20 regardless of whether the initial violation is intentionally committed. This amount shall be in addition
21 to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2,
22 and any applicable penalties imposed pursuant to Section 203.

23 149. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
24 203, recovered pursuant to this section shall be paid to the affected employee."

25 150. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
26 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
27 limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees' minimum wages for all
28 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to

1 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
2 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the
3 proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
4 entitling Plaintiffs and other aggrieved Employees to actual and liquidated damages.

5 151. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
8 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
9 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
10 violation.

11 Civil Penalties Under Labor Code § 2699

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

18 153. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
19 Code except those for which a civil penalty is specifically provided, the established civil penalty for
20 a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs
21 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
22 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
23 per pay period for each subsequent violation.

24 154. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each
25 of them, violated the Labor Code sections described herein, including, without limitation, for the
26 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
27 claimed as part of the minimum wage, the regular payday designated by Defendants, the name of the
28 employer, including "doing business as" names used, the name, address, and telephone number of the

1 workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent
2 information required to be disclosed by Defendants under Labor Code section 2810.5, failing to
3 provide Plaintiffs and other Aggrieved Employees with the amount of paid sick leave required to be
4 provided pursuant to California and local laws.

5 155. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
6 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
7 connection with their herein-described claims for civil penalties

8 **DEMAND FOR JURY TRIAL**

9 156. Plaintiffs demand a trial by jury on all causes of action contained herein.

10 **PRAYER**

11 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
12 against Defendants as follows:

- 13 A. An order certifying this case as a Class Action;
- 14 B. An Order appointing Plaintiffs as Class Representatives and appointing Plaintiffs'
15 counsel as Class Counsel;
- 16 C. Damages for all wages earned and owed, including minimum overtime wages under
17 Labor Code sections 510, 1194, 1197 and 1199 and 227.3;
- 18 D. Liquidated damages pursuant to Labor Code sections and 1194.2;
- 19 E. Damages for unpaid premium wages from missed meal and rest periods under,
20 among other Labor Code sections, 512, and 226.7;
- 21 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
22 (e);
- 23 G. Waiting time penalties under Labor Code sections 203;
- 24 H. Damages under Labor Code sections 2802;
- 25 I. Damages under Labor Code section 404;
- 26 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
27 the California Labor Code and requiring the establishment of appropriate and
28 effective means to prevent future violations;

- 1 K. Restitution of wages and benefits due which were acquired by means of any unfair
2 business practice, according to proof;
- 3 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 4 M. For attorneys' fees in prosecuting this action;
- 5 N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
6 1197.1, 2699, and 2802, and all other applicable sections listed *infra*;
- 7 O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
8 210, 226.3, 558, 1174.5, 1197.1, 2699, 2802, and all other applicable sections listed
9 *infra*;
- 10 P. Pre-judgment and post-judgment interest;
- 11 Q. For costs of suit incurred herein; and
- 12 R. Such other and further relief as the Court deems just and proper.

13
14 Dated: October 9, 2025

BIBIYAN LAW GROUP, P.C.

15
16 BY: /s/ Brandon M. Chang

17 DAVID D. BIBIYAN

18 VEDANG J. PATEL

BRANDON M. CHANG

Attorneys for Plaintiffs REBECCA REYES
LOMELI and DANITA GOSS and on behalf of all
others similarly situated and aggrieved

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