

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ROSSYO ORTIZ, and
on behalf of herself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROSSYO ORTIZ, an individual and on behalf
of all others similarly situated and aggrieved,

Plaintiff,

v.

ASTROPHYSICS, INC., a Delaware
corporation; LEE HECHT HARRISON, LLC,
a Delaware limited liability company; MARK
ZAYEK, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 24STCV01341

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION;
10. 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.
11. VIOLATION OF THE FAIR CREDIT REPORTING ACT;

FILED
Superior Court of California
County of Los Angeles

03/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. VIOLATION OF THE CALIFORNIA
INVESTIGATIVE CONSUMER
REPORTING ACT; and

13. VIOLATION OF THE CONSUMER
CREDIT REPORTING AGENCIES ACT

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Astrophysics, Inc., and any of its respective subsidiaries or affiliated companies within the State of
7 California (“Astrophysics”) and DOES 1 through 100, as further defined below, “Defendants”) on
8 behalf of Plaintiff and all other current and former non-exempt California employees employed by
9 or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
12 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
13 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
14 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
15 for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section
16 226, Labor Code section 227.3, Labor Code section 245, *et seq.*, Labor Code section 2802, restraints
17 on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants
18 working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

19 3. This is also a Class Action pursuant to Code of Civil Procedure section 382 against
20 Defendants on behalf of Plaintiff and all other current, former, or prospective employees of
21 Defendants (“Class Members”) for, among other things, alleged violations of the Fair Credit
22 Reporting Act (“FCRA”) and similar California laws.

23 **PARTIES**

24 **A. Plaintiff**

25 4. Plaintiff Rossyo Ortiz is a resident of the State of California. At all relevant times
26 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
27 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, marketing.
28 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants

1 from approximately May of 2022 through approximately June of 2023.

2 5. Plaintiff is a natural person, and at all times relevant to this Complaint was a
3 “consumer” as defined by the Fair Credit Reporting Act, at 15 U.S.C. § 1681a, the Investigative
4 Consumer Reporting Agencies Act (“ICRAA”), at Civ. Code § 1786.2(b) and the Consumer Credit
5 Reporting Agencies Act (“CCRAA”) at Civ. Code § 1785.3(b).

6 **B. Defendants**

7 6. Plaintiff is informed and believes and based thereon alleges that defendant
8 Astrophysics is, and at all times relevant hereto was, a corporation organized and existing under and
9 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
10 State of California. Plaintiff is informed and believes, and based thereon alleges, that Astrophysics
11 is a “client employer” within the meaning of Labor Code section 2810.3 that procures outplacement
12 staffing and payroll services from various staffing agencies, including but not limited to, LHH. At
13 all relevant times herein, Astrophysics employed Plaintiff and similarly situated employees within
14 the State of California.

15 7. Plaintiff is informed and believes and based thereon alleges that defendant LHH is,
16 and at all times relevant hereto was, a limited liability company organized and existing under and
17 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
18 State of California. Plaintiff is informed and believes, and based thereon alleges, that LHH is a
19 labor contractor within the meaning of Labor Code section 2810.3 that provides outplacement
20 staffing and payroll services for various industries and professions, including for Astrophysics. At
21 all relevant times herein, LHH employed Plaintiff and similarly situated employees within the State
22 of California.

23 8. Plaintiff is informed and believes and based thereon alleges that defendant Zayek is,
24 and at all times relevant hereto was, an individual residing in California, as well as the Chief
25 Operating Officer of Astrophysics, and DOES 1 through 100, as further defined below. Plaintiff is
26 further informed and believes and based thereon alleges that Zayek violated, or caused to be
27 violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor
28 Code section 558.1.

9. Plaintiff is informed and believes that Defendants are “persons” as those terms are defined under the FCRA at 15 U.S.C. § 1681a(b), under the ICRAA at Civ. Code § 1786.2(a) and under the CCRAA at Civ. Code § 1785.3(j).

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

JOINT LIABILITY ALLEGATIONS

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

12. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

4 13. Plaintiff is further informed and believes and based thereon alleges that Zayek and
5 DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-referenced
6 Labor Code provisions in violation of Labor Code section 558.1.

7 14. Plaintiff is informed and believes, and based thereon allege, that there exists such a
8 unity of interest and ownership between Defendants, and each of them, that their individuality and
9 separateness have ceased to exist.

10 15. Plaintiff is informed and believes, and based thereon alleges that despite the
11 formation of the purported corporate existence of Astrophysics, and DOES 1 through 50, inclusive
12 (the “Alter Ego Defendants”), they, and each of them, are one and the same with Zayek and DOES
13 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
14 reasons:

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

20 B. The Individual Defendants derive actual and significant monetary benefits by and
21 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
22 Defendants as the funding source for the Individual Defendants’ own personal
23 expenditures;

24 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
25 and the Alter Ego Defendants, while really one and the same, were segregated to
26 appear as though separate and distinct for purposes of perpetrating a fraud,
27 circumventing a statute, or accomplishing some other wrongful or inequitable
28 purpose;

1 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
2 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
3 mentioned herein were, so mixed and intermingled that the same cannot reasonably
4 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
5 are, and at all relevant times mentioned herein were, used by the Individual
6 Defendants as mere shells and conduits for the conduct of certain of their, and each
7 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
8 herein were, the alter egos of the Individual Defendants;

9 E. The recognition of the separate existence of the Individual Defendants and the Alter
10 Ego Defendants would promote injustice insofar that it would permit defendants to
11 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
12 Code, and other statutory violations. The corporate existence of these defendants
13 should thus be disregarded in equity and for the ends of justice because such
14 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

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

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

20 **JURISDICTION**

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

23 18. Venue is proper in Los Angeles County, California pursuant to Code of Civil
24 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
25 causes of action complained of herein arose; the county in which the employment relationship
26 began; the county in which performance of the employment contract, or part of it, between Plaintiff
27 and Defendants was due to be performed; and the county in which the employment contract, or part
28 of it, between Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged

1 herein have a direct effect on Plaintiff and Class Members in Los Angeles County, and because
2 Defendants employ numerous Class Members in Los Angeles County.

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

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

14 21. During the period beginning one (1) year preceding the provision of notice to the
15 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
16 Defendants violated, inter alia, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 227.3, 232, 232.5, 245, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
18 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5, among others.

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

23 23. On or around January 18, 2024, Plaintiff provided written notice pursuant to Labor
24 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
25 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
26 as well as by certified mail, with return receipt requested to Defendants, and each of them.

27 24. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
28 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other’s wage

1 and hour violations under Labor Code section 2810.3 on January 18, 2024 by certified mail with
2 return receipt requested.

3 25. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
4 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
5 calendar days of the January 18, 2024 postmarked date of the herein-described notice sent by
6 Plaintiff to the LWDA and Defendants.

7 26. On or around January 18, 2024, Plaintiff filed a class action complaint against
8 Defendant alleging number of putative wage and hour claims including: (1) failure to pay overtime
9 wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide
10 rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to timely pay
11 wages, (8) failure to indemnify, and (9) unfair competition ("WHCA Class Action").

12 27. The Parties have agreed to stipulate to Plaintiff's filing a First Amended Complaint
13 alleging against Defendants the same causes of action identified above, together with causes of
14 action for PAGA penalties and FCRA Claims. Hence, this First Amended Complaint, which will be
15 the operative complaint in the Action (the "Operative Complaint").

16 **FACTUAL BACKGROUND**

17 28. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
19 some of them, in violation of California state wage and hour laws as a result of, without limitation,
20 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
21 seven consecutive work days in a work week without being properly compensated for hours worked
22 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
23 worked on the seventh consecutive work day in a work week by, among other things, failing to
24 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the
25 detriment of Plaintiff and Class Members.

26 29. For at least four (4) years prior to the filing of this Action and continuing to the
27 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
28 or some of them, in violation of California state wage and hour laws as a result of, among other

1 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
2 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

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

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

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

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

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

1 204.

2 35. For at least three (3) years prior to the filing of this action and continuing to the
3 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
4 costs incurred in using cellular phones for work-related purposes.

5 36. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
7 situated employees or former employees within the State of California with the rights provided to
8 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
9 245, *et seq.*

10 37. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
12 California in violation of California state wage and hour laws as a result of, without limitation,
13 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
14 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
15 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
16 worked; engaging, suffering, or permitting employees to work off the clock, including, without
17 limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to
18 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
19 meal periods and continue working, to don and doff uniforms off the clock, to attend company
20 meetings off the clock, to make phone calls off the clock; failing to include all forms of
21 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms
22 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
23 additional compensation was earned for the purpose of calculating the overtime rate of pay;
24 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
25 less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting
26 but failing to properly implement an alternative workweek schedule ("AWS") (including, without
27 limitation, by failing to implement a written agreement designating the regularly scheduled
28 alternative workweek in which the specified number of work days and work hours are regularly

1 recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by
2 at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
3 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
4 with the State of California, as required by Labor Code section 511 and applicable Wage Orders),
5 to the detriment of Plaintiff and other Aggrieved Employees.

6 38. At all relevant times mentioned herein, Defendants had and have a practice or policy
7 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
8 worked or otherwise under Defendants' control as a result of, without limitation, failing to
9 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
10 call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift
11 tasks after clocking out, to clock out for meal periods and continue working, to don and doff
12 uniforms off the clock, to attend company meetings off the clock, to make phone calls off the clock;
13 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
14 less hours than actually worked; failing to pay reporting time pay; paid time off and vacation time
15 owed; and failing to pay split shift premiums, to the detriment of Plaintiff and other Aggrieved
16 Employees.

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

27 40. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to provide Plaintiff and other Aggrieved Employees paid, uninterrupted, timely, and

1 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
2 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
3 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
4 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
5 providing them in a timely fashion; and not permitting employees to leave the premises; and
6 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

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

15 42. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
17 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
18 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
19 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
20 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiff and other
21 Aggrieved Employees.

22 43. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
24 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
25 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
26 Code sections 201, 202, and 203.

27 44. At all relevant times herein, Defendants had and have a policy or practice of failing
28 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon

1 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
2 and applicable Wage Orders.

3 45. At all relevant times mentioned herein, Defendants have had a policy or practice of
4 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
6 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,
7 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, for the
8 purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the
9 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
10 Code 2802.

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

19 47. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
20 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
21 California law (including, without limitation Labor Code section 245, et seq.), and also did not
22 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
23 all other Aggrieved Employees.

24 48. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
26 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
27 any calendar month shall be paid for between the 16th and 26th day of the month during which the
28 labor was performed, and labor performed between the 16th and the last day, inclusive of any

1 calendar month, shall be paid for between the 1st and 10th day of the following month.”

2 49. At all relevant times mentioned herein, Defendants had and have a policy or practice
3 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
4 and experience they obtained at Defendants for purposes of competing with Defendants, including,
5 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
6 a prospective employer, and from disclosing who else works at Defendants and under what
7 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
8 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
9 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
10 Code sections 232, 232.5, and 1197.5, subdivision (k).

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

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

26 52. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
27 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
28 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title

1 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
2 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
3 failure to indemnify work-related expenses, other such provisions of California law, and reasonable
4 attorneys' fees and costs.

5 53. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
6 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
7 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
8 appropriate and effective means to prevent further violations, as well as all monies owed but
9 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
10 restitution of amounts owed.

11 54. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
12 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
13 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
14 Employees pursuant to PAGA.

15 55. Plaintiff is informed and believes, and based thereon alleges that, without limitation,
16 in or about June of 2022 Defendants purported to provide consumer report disclosures and requested
17 from Plaintiff authorization(s) to procure consumer reports and background checks for purposes of
18 employment.

19 56. Plaintiff is informed and believes and based thereon alleges that, without limitation,
20 in or about June of 2022, Defendants procured a consumer report about Plaintiff as part of an
21 employment background screening without providing Plaintiff with the proper disclosures and
22 without proper authorization in compliance with the law.

23 57. Plaintiff is informed and believes and based thereon alleges that Defendants did not
24 provide legally compliant disclosure and authorization forms to Plaintiff and Class Members as they
25 did not contain, without limitation, a "clear and conspicuous" disclosure, in a document that consists
26 solely of the disclosure, that "clearly and accurately" disclosed that a consumer report may be
27 obtained for employment purposes; that was authorized in writing the procurement of the report, in
28 violation of 15 U.S.C. §§ 1681b(b)(2)(A) and 1681d(a). Specifically, Plaintiff is informed and

1 believes the disclosures did not comply as a result of, without limitation: including superfluous
2 information within the disclosure, such as, among other things, identifying information of a third
3 party consumer reporting agency, which was not the reporting agency used to obtain or procure the
4 consumer report for Plaintiff and Class Members, and extraneous information relating to various
5 state disclosure requirements; burying the disclosures with small font in a lengthy employment
6 package with dense text that contains extraneous information; failing to obtain proper authorization
7 before procuring a consumer report; including a purported authorization for third parties to release
8 information about Plaintiff and other Class Members to Defendants, that is different from an
9 authorization for Defendants to procure a consumer report; and by failing to provide, before a
10 consumer report was obtained, a summary of Plaintiff and Class Members' rights under 15 U.S.C.
11 § 1681m(a)(3), among other things.

12 58. Plaintiff is informed and believes and based thereon alleges that Defendants did not
13 provide legally compliant disclosure and authorization forms to Plaintiff and Class Members as a
14 result of, without limitation, Defendants failing to make a "clear and conspicuous" disclosure in
15 writing to Plaintiff and Class Members at any time before the report is or was procured or caused to
16 be made in a document that consists solely of the disclosure, that: identified the name, address, and
17 telephone number of the investigative consumer reporting agency conducting the investigation in
18 violation of Civ. Code § 1786.16; notified Plaintiff and Class Members in writing of the nature and
19 scope of the investigation requested, including a summary of the provisions of Civ. Code § 1786.22;
20 and notified Plaintiff and Class Members of the internet web site of the investigative consumer
21 reporting agency, or, if the agency had no internet web site address, the telephone number of the
22 agency where Plaintiff and Class Members may find information about the investigative reporting
23 agency's privacy practices, including whether Plaintiff and Class Members' personal information
24 will be sent outside of the United States or its territories and information that complies with
25 subdivision (d) of Section 1786.22, among other things.

26 59. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
27 routinely acquire consumer, investigative and/or consumer credit reports (referred to collectively as
28 "background checks") to conduct background checks as described herein on Plaintiff and other

1 prospective, current and former employees and use information from the background checks without
2 providing proper disclosures and obtaining proper authorization in compliance with the law,
3 including Civil Code § 1785.1, et seq. (the “Consumer Credit Reporting Agencies Act” or the
4 “CCRAA”).

5 **CLASS ACTION ALLEGATIONS**

6 60. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
7 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
8 and former non-exempt employees of Defendants within the State of California at any time
9 commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice
10 of the class action is provided to the class (collectively referred to as “Class Members”).

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

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

17 **A. Numerosity**

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

22 64. Accounting for employee turnover during the relevant periods necessarily increases
23 this number. Plaintiff alleges Defendants’ employment records would provide information as to the
24 number and location of all Class Members. Joinder of all members of the proposed Class is not
25 practicable.

26 **B. Commonality**

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

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

1 N. Whether Defendants failed to comply with the requirements of the FCRA under 15
2 U.S.C. § 1681, et seq., including by failing to include the proper disclosures and
3 proper authorizations required by law?

4 O. Whether Defendants failed to comply with the requirements of the ICRAA under
5 California Civil Code section 1786, et seq., including by failing to include the proper
6 disclosures and proper authorizations required by law?

7 P. Whether Defendants failed to comply with the requirements of the Consumer Credit
8 Reporting Agencies Act under California Civil Code section 1785.1, et seq.,
9 including by failing to include the proper disclosures and proper authorizations
10 required by law?

11 Q. Whether Defendants willfully failed to comply with the FCRA?

12 R. Are Class Members entitled to costs and attorneys' fees?

13 S. Are Class Members entitled to interest?

14 **C. Typicality**

15 66. The claims of Plaintiff herein alleged are typical of those claims which could be
16 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
17 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
18 damages arising out of and caused by Defendants' common course of conduct in violation of laws
19 and regulations that have the force and effect of law and statutes as alleged herein.

20 **D. Adequacy of Representation**

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

24 **E. Superiority of Class Action**

25 68. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
27 questions of law and fact common to Class Members predominate over any questions affecting only
28 individual Class Members. Class Members, as further described therein, have been damaged and

1 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
2 violation of the Labor Code at times, as set out herein.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

14 72. At all times relevant to this Complaint, Labor Code section 510 was in effect and
15 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
16 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
17 at the rate of no less than one and one-half times the regular rate of pay for an employee."

18 73. At all times relevant to this Complaint, Labor Code section 510 further provided that
19 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
20 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
21 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
22 pay."

23 74. Four (4) years prior to the filing of the Complaint in this Action through the present,
24 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
25 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
26 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
27 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
28 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

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

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

80. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

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

82. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated

1 damages, reasonable attorneys' fees and costs of suit.

2 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

24 88. By their failure to provide Plaintiff and Class Members compliant meal periods as
25 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
26 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
27 violated the provisions of Labor Code section 512 and applicable Wage Orders.

28 89. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
2 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

7 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

1 or permitted to take compliant rest periods.

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

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

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

13 **FIFTH CAUSE OF ACTION**

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

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

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

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

27 102. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
28 years before the filing of the Complaint in this Action through the present, Defendants, due to the

1 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
2 Members all wages earned prior to resignation or termination in accordance with Labor Code
3 sections 201 or 202.

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

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

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

17 106. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
18 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
19 waiting time penalties, interest, and their costs of suit, as well.

20 **SIXTH CAUSE OF ACTION**

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

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

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

26 109. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
27 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
28 statement that accurately reflects, among other things, gross wages earned; total hours worked; net

1 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate, among other things.

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

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

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

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

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

1 **SEVENTH CAUSE OF ACTION**

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

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

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

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

12 118. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
13 independent and apart from, any other penalty provided in this article, every person who fails to pay
14 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
15 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
16 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
17 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
18 percent of the amount unlawfully withheld.”

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

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

28 121. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and

1 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
2 interest, and their costs of suit, as well.

3 **EIGHTH CAUSE OF ACTION**

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

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

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

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

12 125. For three (3) years prior to the filing of the Complaint in this Action through the
13 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
14 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
15 obedience to the directions of Defendants that included, without limitation: using cellular phones
16 for work-related purposes.

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

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

23 128. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
24 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
25 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
26 costs of suit.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

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

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

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

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

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

28 ///

1 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

27 138. Defendants had and have a policy or practice of failing to comply with Labor Code
28 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees

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

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

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

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

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

27 Violation of Labor Code § 558

28 143. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person

acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

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

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

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

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

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

Violation of Labor Code § 1174.5

146. 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,

1 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
2 or papers of the person.”

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

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

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

20 150. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
21 willfully failed to keep adequate or accurate time records including wage statements and similar
22 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
23 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
24 under Labor Code section 1174.

25 151. As a direct and proximate result of the herein-described Labor Code violations,
26 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
27 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
28 hundred dollars (\$500) per violation per Aggrieved Employee.

Violation of Labor Code § 1197.1

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

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

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

C. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

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

1 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

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

8 Civil Penalties Under Labor Code § 2699

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

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

21 157. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
22 each of them, violated the Labor Code sections described herein, including, without limitation, for
23 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
24 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
25 name of the employer, including "doing business as" names used, the name, address, and telephone
26 number of the workers' compensation insurance carrier, information regarding paid sick leave, and
27 other pertinent information required to be disclosed by Defendants under Labor Code section
28 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick

1 leave required to be provided pursuant to California and local laws.

2 158. Moreover, Plaintiff and other Aggrieved Employees within the State of California
3 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
4 connection with their herein-described claims for civil penalties.

5 **ELEVENTH CAUSE OF ACTION**

6 **(Violation of the Fair Credit Reporting Act – Against All Defendants)**

7 159. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs of this Complaint as though fully set forth hereat.

9 160. Defendants are “persons” as defined by section 1681a(b) of the FCRA;

10 161. Plaintiff and Class Members are “consumers” within the meaning of Section
11 1681a(c) of the FCRA because they are “individuals.”

12 162. Pursuant to 15 U.S.C. section 1681b(b)(2)(A), an employer may not procure, or
13 cause to be procured, consumer reports for employment purposes without providing the [employee]
14 with “a clear and conspicuous disclosure... made in writing... in a document that consists solely of
15 the disclosure that a consumer report may be obtained for employment purposes” and which the
16 consumer has “authorized in writing” the procurement of the report by that person.

17 163. 15 U.S.C. section 1681d(a)(1)(B) further provides that an employer may not procure
18 or cause to be prepared an investigative consumer report on any consumer unless it is “clearly and
19 accurately disclosed to the [employee] that an investigative consumer report... may be made and
20 such disclosure includes a statement informing the consumer of his right to request the additional
21 disclosures provided for under subsection (b) of this section and the written summary of the rights
22 of the consumer prepared pursuant to section 1681g(c) of this title.”

23 164. Plaintiff is informed and believes, and based thereon alleges, that during the relevant
24 time periods alleged herein, Defendants have, at times, obtained and used information in consumer
25 reports to conduct background checks on prospective and existing employees which failed to comply
26 with the requirements under the FCRA because they, among other things, included superfluous
27 information within the disclosure, such as, without limitation, identifying information of a third
28 party consumer reporting agency, which was not the reporting agency used to obtain or procure the

1 consumer report for Plaintiff and Class Members, and extraneous information relating to various
2 state disclosure requirements; buried the disclosures with small font in a lengthy employment
3 package with dense text that contains extraneous information; failed to obtain proper authorization
4 before procuring a consumer report, including by either obtaining consumer reports without
5 authorization or when such authorization had expired; included a liability waiver in the same
6 document as the disclosure before procuring a consumer report; including a purported authorization
7 for third parties to release information about Plaintiff and other Class Members to Defendants, that
8 is different from an authorization for Defendants to procure a consumer report; and by failing to,
9 before a consumer report was obtained, include a summary of Plaintiff and Class Members' rights
10 under 15 U.S.C. § 1681m(a)(3), among other things.

11 165. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
12 violations of the FCRA were willful. Defendants knew or should have known about their
13 obligations under the FCRA as a result of the plain language of the statutes.

14 166. Plaintiff, on behalf of Plaintiff and Class Members, without limitation, seek some of
15 the statutory remedies available under the FCRA.

16 **TWELFTH CAUSE OF ACTION**

17 **(Viol. of the Cal. Investigative Consumer Reporting Agencies Act – Against All Defendants)**

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

20 168. At all relevant times, Plaintiff and Class Members were current, former, and
21 prospective employees of Defendants covered by the California Investigative Consumer Reporting
22 Agencies Act, California Civil Code section 1786 et seq. ("ICRAA").

23 169. Plaintiff is informed and believes that Plaintiff and Class Members are "consumers"
24 within the meaning Section 1786.2(b) of the ICRAA, because they are "individuals."

25 170. Section 1786.2(c) of the ICRAA defines an "investigative consumer report" as "a
26 consumer report in which information on a consumer's character, general reputation, personal
27 characteristics, or mode of living is obtained through any means."

28 171. Plaintiff is informed and believes that Defendants obtained background checks from

1 Plaintiff and Class Members, which qualify as an “investigative consumer report” under the ICRAA.

2 172. Section 1786.16(a)(2) of the ICRAA provides, in relevant part, that “[i]f, at any time,
3 an investigative consumer report is sought for employment purposes... the person seeking the
4 investigative consumer report may procure the report, or cause the report to be made, only if all of
5 the following apply:

6 “(A) The person procuring or causing the report to be made has a permissible
purpose, as defined in Section 1786.12.

7 (B) The person procuring or causing the report to be made provides a clear and
8 conspicuous disclosure in writing to the consumer at any time before the report is
procured or caused to be made in a document that consists solely of the
9 disclosure...” that, among other things, an investigative report may be obtained;
identifies the name, address, and telephone number of the investigative consumer
10 reporting agency conducting the investigation; notifies the consumer in writing of
the nature of the scope of the investigation, including a summary of the provision
11 of section 1786.22; and notifies the consumer of the internet website address of the
investigative consumer reporting agency or the address, the telephone number of
12 the agency, where the consumer may find information about the investigative
reporting agency’s privacy practices, including whether the consumer’s personal
13 information will be sent outside of the United States or its territories and
information that complies with subdivision (d) of section 1786.20.

14 (C) The consumer has authorized in writing the procurement of the report.

15 173. Plaintiff is informed and believes and based thereon alleges that the plain language
16 of the statute indicates that the inclusion of extraneous information in a disclosure form violates the
17 disclosure and authorization requirements of the ICRAA, because such a form would not consist
18 “solely” of the disclosure and that the notice provided be “clear and conspicuous.” Additionally,
19 section 1786.16 requires that the consumer authorize in writing the procurement of the report.

20 174. Plaintiff is informed and believes that during the relevant time periods alleged herein,
21 Defendants have, at times, failed to make a “clear and conspicuous” disclosure in writing to Plaintiff
22 and Class Members at any time before the report is or was procured or caused to be made in a
23 document that consists solely of the disclosure, that: identified the name, address, and telephone
24 number of the investigative consumer reporting agency conducting the investigation; notified
25 Plaintiff and Class Members in writing of the nature and scope of the investigation requested,
26 including a summary of the provisions of Civ. Code § 1786.22; and notified Plaintiff and Class
27 Members of the internet web site of the investigative consumer reporting agency, or, if the agency
28 had no internet web site address, the telephone number of the agency where Plaintiff and Class

1 Members may find information about the investigative reporting agency's privacy practices,
2 including whether Plaintiff and Class Member's personal information will be sent outside of the
3 United States or its territories and information that complies with subdivision (d) of Section 1786.22,
4 among other things.

5 175. Plaintiff is informed and believes Defendants' conduct in violation of Section 1786,
6 et seq. of the ICRAA was and is willful and/or grossly negligent. Defendants acted in deliberate or
7 reckless disregard of their obligations and the rights of applicants and employees, including Plaintiff
8 and Class Members.

9 176. Plaintiff, on behalf of Plaintiff and Class Members, among other things, seek some
10 of the available remedies pursuant to, without limitation, California Civil Code section 1786.50.

11 **THIRTEENTH CAUSE OF ACTION**

12 **(Violation of the Consumer Credit Reporting Agencies Act – Against All Defendants)**

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

15 178. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by the Consumer Credit Reporting Agencies Act, California Civil
17 Code section 1785.1, et seq. ("CCRAA").

18 179. Section 1785.3(c) of the ICRAA defines "consumer credit report" as "[a]ny written,
19 oral, or other communication or any information by a consumer credit reporting agency bearing on
20 a consumer's credit worthiness, credit standing, or credit capacity, which is used or is expected to
21 be used, or collected in whole or in part, for the purpose of serving as a factor in establishing the
22 consumer's eligibility for: ... (2) employment purposes..."

23 180. Plaintiff is informed and believes that the employment background checks procured
24 by Defendants on behalf of Plaintiff and Class Members qualify as consumer credit reports under
25 the CCRAA.

26 181. Section 1785.20.5(a) of the CCRAA provides, in relevant part, that "[p]rior to
27 requesting a consumer credit report for employment purposes, the user of the report shall provide
28 written notice to the person involved. The notice shall inform the person that a report will be used,

1 and shall identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for
2 use of the report. The notice shall also inform the person of the source of the report...”

3 182. Plaintiff is informed and believes and based thereon alleges that for the relevant time
4 periods described herein, Defendants have, at times, obtained and used information in consumer
5 reports to conduct background checks on prospective and existing employees without providing
6 proper notice informing Plaintiff and Class Members of the source of the reports and without
7 supplying the name and address of the consumer credit reporting agency making the report, as
8 required by California Civil Code section 1785.20.5(b), among other things.

9 183. Plaintiff is informed and believes that as a result of the above, Defendants have, at
10 times, willfully violated the strict disclosure and authorization requirements under the CCRAA.

11 184. Plaintiff is informed and believes Defendants’ conduct in violation of Section
12 1785.1, et seq. of the CCRAA was and is willful and/or grossly negligent. Defendants acted in
13 deliberate or reckless disregard of their obligations and the rights of applicants and employees,
14 including Plaintiff and Class Members.

15 185. Plaintiff, on behalf of Plaintiff and Class Members, without limitation, seek some of
16 the available remedies pursuant to, without limitation, California Civil Code section 1785.31.

17 **DEMAND FOR JURY TRIAL**

18 186. Plaintiff demands a trial by jury on all causes of action contained herein.

19 **PRAYER**

20 WHEREFORE, on behalf of herself, Class Members and Aggrieved Employees, Plaintiff
21 prays for judgment against Defendants as follows:

- 22 A. An order certifying this case as a Class Action;
- 23 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
24 counsel as class counsel;
- 25 C. Damages for all wages earned and owed, including minimum and overtime wages,
26 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 27 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 28 E. Damages for unpaid premium wages from missed meal and rest periods under,

among other Labor Code sections, 512, 558.1 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;

G. Waiting time penalties under Labor Code sections 203 and 558.1;

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

I. Damages under Labor Code sections 2802 and 558.1;

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

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

L. For attorneys' fees in prosecuting this action;

M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

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

O. Punitive damages;

P. Statutory penalties;

Q. Declaratory relief;

R. Pre-judgment and post-judgment interest;

S. For costs of suit incurred herein; and

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

Dated: March 23, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Megan R. Lazar

MEGAN R. LAZAR

Attorneys for Plaintiff ROSSYO ORTIZ, on behalf of herself and all others similarly situated and aggrieved

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

Peter J. Woo, Esq.
 Peter.Woo@jacksonlewis.com
 Sherry S. Hamilton, Esq.
 Sherry.Hamilton@jacksonlewis.com
 Joseph F. Desiderio, Esq.
 joseph.desiderio@jacksonlewis.com
JACKSON LEWIS P.C.
 200 Spectrum Center Drive, Suite 500
 Irvine, CA 92618

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Jennifer Echeverria
Jennifer Echeverria