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on behalf of himself and all others similarly situated and aggrieved

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

KEVION DESHAWN SMITH, an
individual and on behalf of all others
similarly situated and aggrieved,

Plaintiff,

v.

GALLEHER ACQUISITION
CORPORATION, a Delaware corporation;
BRADLEY R. BOWDEN, an individual;
DAVID BOWDEN, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV03810

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS' GENERAL ACT OF 2004
FOR VIOLATIONS OF LABOR CODE
SECTIONS.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

1 Plaintiff KEVION DESHAWN SMITH (“Plaintiff”), on behalf of Plaintiff and all others
2 similarly situated and aggrieved, 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 GALLEHER ACQUISITION CORPORATION, and any of its respective subsidiaries or affiliated
7 companies within the State of California (“GALLEHER”), BRADLEY R. BOWDEN
8 (“BRADLEY”) and DAVID BOWDEN (“DAVID” and collectively, with GALLEHER and
9 BRADLEY and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff
10 and all other current and former non-exempt California employees employed by or formerly
11 employed by Defendants (“Class Members”).

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
14 as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”),
15 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
16 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
17 for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for
18 failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204,
19 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245,
20 246, 248.5, 248.7, 256, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.4, 1174.5,
21 1194, 1194.2, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, Plaintiff seeks to represent all employees
22 of GALLEHER and DOES 1 through 100, as well as their respective parents, subsidiaries, and
23 affiliates (hereinafter, collectively, “Defendants”) working within three years preceding the date of
24 this filing and continuing into perpetuity (“Civil Penalty Period”). On all other claims mentioned
25 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
26 Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees”
27 herein.

28 ///

PARTIES

A. Plaintiff

3. Plaintiff KEVION DESHAWN SMITH is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee worked in the lumberyard and then in the metal shop, with duties that included, but were not limited to, fulfilling orders for lumber, and helping with metal pieces processed through the machines. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately May 1, 2023, through the present.

B. Defendants

4. Plaintiff is informed and believes and based thereon alleges that defendant GALLEHER ACQUISITION CORPORATION (“GALLEHER”) is, and at all times relevant hereto was, a Delaware Stock Corporation, organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, GALLEHER employed Plaintiff and similarly situated employees within the State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant BRADLEY R. BOWDEN (“BRADLEY”) is, and at all times relevant hereto was, an individual residing in California, as well as the Chief Executive Office of GALLEHER, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that BRADLEY violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

6. Plaintiff is informed and believes and based thereon alleges that defendant DAVID BOWDEN (“DAVID”) is, and at all times relevant hereto was, an individual residing in California, as well as the owner and a board member of GALLEHER, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that DAVID BOWDEN violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

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

14 **JOINT LIABILITY ALLEGATIONS**

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

20 9. All of the acts and conduct described herein of each and every corporate defendant
21 was duly authorized, ordered, and directed by the respective and collective defendant corporate
22 employers, and the officers and management-level employees of said corporate employers. In
23 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
24 their said employees, agents, and representatives, and each of them; and upon completion of the
25 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
26 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
27 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
28 aforementioned corporate employees, agents and representatives.

1 10. Plaintiff is further informed and believes and based thereon alleges that BRADLEY,
2 DAVID, and DOES 51 through 100 violated, or caused to be violated, the above-referenced and
3 below-referenced Labor Code provisions in violation of Labor Code section 558.1.

4 11. Plaintiff is informed and believes, and based thereon allege, that there exists such a
5 unity of interest and ownership between Defendants, and each of them, that their individuality and
6 separateness have ceased to exist.

7 12. Plaintiff is informed and believes, and based thereon alleges that despite the
8 formation of the purported corporate existence of GALLEHER, and DOES 1 through 50, inclusive
9 (the “Alter Ego Defendants”), they, and each of them, are one and the same with BRADLEY R.
10 BOWDEN, DAVID BOWDEN, and DOES 51 through 100 (“Individual Defendants”), and each of
11 them, due to, but not limited to, the following reasons:

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

17 (2) The Individual Defendants derive actual and significant monetary benefits by and
18 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
19 Defendants as the funding source for the Individual Defendants’ own personal
20 expenditures;

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

26 (4) Plaintiff is informed and believes and thereon alleges that the business affairs of the
27 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
28 mentioned herein were, so mixed and intermingled that the same cannot reasonably

1 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
2 are, and at all relevant times mentioned herein were, used by the Individual
3 Defendants as mere shells and conduits for the conduct of certain of their, and each
4 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
5 herein were, the alter egos of the Individual Defendants;

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

12 (6) Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
13 Defendants (and vice versa), and the fiction of their separate corporate existence
14 must be disregarded;

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

17 14. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
18 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
19 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
20 violations described herein, or some of them.

21 **JURISDICTION**

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

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

1 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
2 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
3 and Class Members in Los Angeles County, and because Defendants employ numerous Class
4 Members in A Los Angeles County.

5 17. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
6 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
7 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
8 to recover civil penalties under PAGA, as amended, plus reasonable attorneys’ fees and costs, for
9 Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
10 Penalty Period.

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

15 19. During the Civil Penalty Period, Defendants violated, inter alia, Labor Code sections
16 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
17 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245,
18 248.5, 248.7, 246, 256, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552,
19 558, 1101, 1102, 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1197.1, 1198, 1198.5, 1290,
20 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776,
21 1811, 1815, 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others,
22 California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business
23 and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well
24 as applicable Wage Orders.

25 20. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
26 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
27 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

1 21. On or around February 14, 2024, Plaintiff provided written notice pursuant to Labor
2 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
3 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
4 as well as by certified mail, with return receipt requested to Defendants, and each of them.

5 22. To the extent Defendants, or any of them, previously used the notice and cure
6 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
7 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
8 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
9 conference process pursuant to section 2699.3(f).

10 23. In the event that Defendants, or any of them, is/are determined to have satisfied
11 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
12 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
13 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

14 24. In the event that Defendants, or any of them, is/are determined to have, prior to this
15 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
16 and/or his counsel, adequately taken all reasonable steps to be in compliance with all provisions
17 identified in this notice, said Defendant(s) is/are still liable for civil penalties pursuant to section
18 2699(g)(1)-(3).

19 25. In the event that Defendants, or any of them is/are deemed to have adequately taken
20 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
21 days of receiving this notice, said Defendant(s) is/are still liable for civil penalties pursuant to Labor
22 Code section 2699(h)(1)-(3).

23 26. Plaintiff is further informed and believes that within five (5) years of any of
24 violations described above, the LWDA or a court has issued a finding or determination to the
25 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
26 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
27 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
28 was/were found to have unlawfully committed some or all of the above-related Labor Code

1 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
2 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are not eligible for reduced penalties under
3 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
4 serving of this notice. Regardless, as Defendants' conduct giving rise to the violations detailed
5 herein was and is malicious, fraudulent, and/or oppressive, Defendants thus are subject to increased
6 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
7 2699(h)(3), are not eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
8 violations either prior to or after Defendants' receipt of this notice.

9 27. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the February 14, 2024 postmarked date of the herein-described notice sent by
12 Plaintiff to the LWDA and Defendants.

13 28. On or around February 14, 2024, Plaintiff filed a class action complaint against
14 GALLEHER, alleging number of putative wage and hour claims including: (1) failure to pay
15 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure
16 to provide rest periods; (5) waiting time penalties (6) wage statement violations; (7) failure to timely
17 pay wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and (10) unfair competition
18 ("Class Action Complaint").

19 29. On or around March 15, 2024, Plaintiff filed a First Amended Complaint, adding
20 BRADLEY and DAVID as additional Defendants to the Class Action Complaint.

21 30. On or around January 24, 2025, Plaintiff filed a separate complaint against
22 GALLEHER under PAGA, Case No. 25STCV02101 (the "PAGA Action"), seeking civil penalties
23 for the Labor Code violations asserted Plaintiff's February 14, 2025, notice pursuant to Labor Code
24 section 2699.3.

25 31. The Parties have agreed to stipulate to Plaintiff's filing a Second Amended
26 Complaint in this instant action, adding the claims alleged in the PAGA Action to this action, and
27 filing a request for dismissal of the PAGA Action, without prejudice. Hence, this Second Amended
28 Complaint, which will be the operative complaint in the Action (the "Operative Complaint").

FACTUAL BACKGROUND

32. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls off the clock, and/or to drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries; to the detriment of Plaintiff and Class Members.

33. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and

1 continue working, to clock out for rest periods, to attend company meetings off the clock, to make
2 phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries;
3 editing and/or manipulation of time entries to show less hours than actually worked; failing to pay
4 split shift premiums; and failing to pay reporting time pay; to the detriment of Plaintiff and Class
5 Members.

6 34. For at least four (4) years prior to the filing of this Action and continuing to the
7 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
8 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
9 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
10 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
11 for such unprovided meal periods at the correct regular rate of pay to include all forms of
12 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
13 allowances, gift cards and other forms of remuneration as required by California wage and hour
14 laws.

15 35. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
17 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
18 fraction thereof and failed to provide compensation for such unprovided rest periods at the correct
19 regular rate of pay to include all forms of remuneration, including non-discretionary bonuses,
20 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration as
21 required by California wage and hour laws.

22 36. For at least three (3) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
24 full amount of their wages owed to them upon termination and/or resignation as required by Labor
25 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
26 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

27 37. For at least one (1) year prior to the filing of this Action and continuing to the present,
28 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with

1 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
2 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and
4 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
5 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
6 wages earned, as well as gross and net wages paid.

7 38. For at least one (1) year prior to the filing of this action and continuing to the present,
8 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
9 amount of their wages for labor performed in a timely fashion as required under Labor Code section
10 204.

11 39. For at least three (3) years prior to the filing of this action and continuing to the
12 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, sick
13 pay and supplemental sick pay/leave as required under Labor Code sections 245-248.5.

14 40. For at least four (4) years prior to the filing of this Action and continuing to the
15 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
16 split shift premiums as required by California wage and hour laws.

17 41. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants inquired into salary history and conducted unlawful background checks.

19 42. For at least three (3) years prior to the filing of this action and continuing to the
20 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
21 costs incurred in mileage and/or gas costs incurred in driving personal vehicles for work-related
22 purposes; using cellular phones for work-related purposes; and purchasing tools necessary to
23 perform work duties.

24 43. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
26 employees or former employees within the State of California with compensation at their final rate
27 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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

6 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
7 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
8 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
9 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
10 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
11 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
12 clock, including, without limitation, by requiring employees: to come early to work and leave late
13 work without being able to clock in for all that time, to suffer under Employer's control due to long
14 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
15 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
16 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
17 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
18 checks off the clock; failing to include all forms of remuneration, including non-discretionary
19 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
20 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
21 additional compensation was earned for the purpose of calculating the overtime rate of pay;
22 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
23 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
24 overtime as required by Labor Code section 226.2, and by attempting but failing to properly
25 implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to
26 implement a written agreement designating the regularly scheduled alternative workweek in which
27 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
28 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the

1 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
2 AWS election; and/or failing to register an AWS election with the State of California, as required
3 by Labor Code section 511 and applicable Wage Orders) all to the detriment of Plaintiff and other
4 Aggrieved Employees. Consequently, Plaintiff is informed and believes, and based thereon alleges,
5 that Defendants violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198
6 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815
7 and applicable Wage Orders based on its practice of providing total compensation that is less than
8 the required legal overtime compensation for the overtime worked, entitling Plaintiff and other
9 Aggrieved Employees to damages, including, without limitation, at least one hour of unpaid
10 overtime wages each day worked by each Aggrieved Employee during the Civil Penalty Period.
11 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
12 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be
13 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
14 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
15 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
18 Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants'
19 control every day as a result of, without limitation, failing to accurately track and/or pay for all
20 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
21 including, without limitation, by requiring employees: to come early to work and leave late work
22 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
23 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
24 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
25 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
26 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
27 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
28 detrimental rounding of employee time entries; failing to pay the minimum amounts required under

1 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than
2 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
3 Employees were required to report to work, and did report, but were not put to work and/or were
4 furnished less than half their usual or scheduled day's work without being paid for half the usual or
5 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
6 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 222 (as it
7 pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage
8 Orders based on its continued failure to pay minimum wages for all hours worked, that Plaintiff and
9 other Aggrieved Employees personally suffered these violations, and that Plaintiff and other
10 Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor
11 Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of
12 work per day for each Aggrieved Employee in the Civil Penalty Period. Plaintiff is further informed
13 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
14 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
15 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
16 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
17 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
20 minimum wages for all hours worked or otherwise under Defendants' control every day as a result
21 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
22 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
23 by requiring employees: to come early to work and leave late work without being able to clock in
24 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
25 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
26 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
27 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
28 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone

1 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
2 employee time entries; editing and/or manipulation of time entries to show less hours than actually
3 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
4 Employees were required to report to work, and did report, but were not put to work and/or were
5 furnished less than half their usual or scheduled day's work without being paid for half the usual or
6 scheduled work at their regular rate of pay to include all forms of remuneration, including non-
7 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
8 of remuneration. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198,
9 and thus Defendants would be liable for civil penalties pursuant to these sections and Labor Code
10 section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
11 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
12 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
13 pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
16 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
17 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
18 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
19 periods; not providing timely meal periods; failing to provide first and second meal periods;
20 providing short meal periods, including without, limitation meal periods that were recorded for less
21 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
22 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
23 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
24 during the meal period, having to undergo security or bag checks during the meal period, and /or
25 having to retrieve and store personal belongings during the meal period; requiring that employees
26 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
27 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
28 that could not be auto-deducted by law or during which employees worked. Plaintiff and other

1 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
2 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to
3 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during
4 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
5 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
6 Code section 226.7. However, Plaintiff is informed and believes that those premium payments
7 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
8 at all or at the proper regular rate of pay to include all forms of remuneration, including non-
9 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
10 of remuneration. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
11 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,
12 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to
13 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
14 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
15 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
19 including, without limitation, work over four-hour periods (or major fractions thereof) without
20 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
21 and complete ten-minute rest periods in which the employees are completely relieved of all of their
22 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
23 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
24 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
25 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
26 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
27 retrieve and store personal belongings during the rest period, and/or having to undergo security or
28 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;

1 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
2 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
3 premises; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
4 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
5 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
6 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
7 one hour of premium pay at their regular rate of pay to include all forms of remuneration, including
8 non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other
9 forms of remuneration for each day worked during the PAGA Period under Labor Code section
10 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
11 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
12 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
13 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
14 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize
15 the taking of compliant rest periods and for failing to provide premium pay under Labor Code
16 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 maintain policies or practices of failing to maintain adequate temperatures which created excessive
22 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
23 comfortable working environments, as required under California Code of Regulations Title 8,
24 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
25 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage
26 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
27 consistent with industry-wide standards for the nature of the process and the work performed.
28 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible

1 means to reduce excessive heat or humidity created by the work process to provide reasonable
2 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that
3 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed
4 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and
5 change rooms during hours of use Plaintiff is further informed and believes, and based thereon
6 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from
7 taking cooldown periods every day as required under California Code of Regulations, Title 8,
8 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
9 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally
10 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
11 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396
12 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
13 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
14 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
15 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
16 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
17 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
18 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under
19 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)
20 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either
21 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.
22 Defendants would also be liable for their failures to provide comfortable levels of temperatures to
23 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable
24 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
25 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the
26 taking of compliant rest periods and for failing to provide premium pay under Labor Code section
27 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
28 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was

1 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
2 to Labor Code section 2699(f)(2)(B)(ii).

3 51. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
4 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
5 statements and similar payroll documents under Labor Code section 226, documents signed to
6 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
7 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
8 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
9 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
10 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
11 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
12 provided by the contractor under Labor Code section 1695.55, as well as the information required
13 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
14 Employee and other aggrieved employees to calculate their unpaid wages and/or premium
15 payments. Defendants also failed to provide these documents to Plaintiff and other Aggrieved
16 Employees upon request in violation of these Labor Code sections, as well as Labor Code section
17 1198 and/or 1775, subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered
18 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
19 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
20 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
23 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 52. As a result of, among other things, Defendants' herein-described policy or practice
25 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
26 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
27 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
28 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and

1 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
2 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
3 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
4 name of the employee and only the last four digits of their social security number or an employee
5 identification number other than a social security number; all deductions; all applicable hourly rates
6 in effect during the pay period and the corresponding number of hours worked at each hourly rate
7 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
8 the name and address of the legal entity that secured the services of the employer); and other such
9 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
10 226.2 to the extent it does not include for piece-rate work the information required therein including,
11 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
12 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
13 furnish employees with itemized wage statements that accurately reflect the hours worked by
14 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have
15 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to
16 reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff is informed
17 and believes, and based thereon alleges, that Defendants violated Labor Code sections 226, 226.2,
18 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
19 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
20 under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period.
21 Plaintiff is informed and believes that those penalties under Labor Code section 226 were not paid
22 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
23 pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further
24 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
25 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
26 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
27 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
28 Labor Code section 2699(f)(2)(B)(ii).

1 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
2 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
3 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
4 all overtime wages owed; all minimum wages owed; all paid sick leave at the correct regular rate of
5 pay to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
6 allowances, mask allowances, gift cards and other forms of remuneration, vacation pay and paid
7 time off; and all premium pay owed as set out above, including, without limitation, for failure to
8 pay at the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7,
10 202 203, 203.5, 204a, 204.1, 204.2, 205, 205.5, 226.7, 227.3, 248.5, 248.7, 256, and 1198 each pay
11 period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and each
12 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
13 section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period
14 worked during the PAGA Period. However, Plaintiff is informed and believes that those penalties
15 under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor
16 Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is
17 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
18 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
19 civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under
20 sections 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(ii).

22 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 required or require the execution of a release of claim or right on account of wages due, or to become
24 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
25 being paid, to execute a statement of the hours worked during a pay period in which Defendants
26 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
27 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
28 Employees have personally suffered these violations. Plaintiff is further informed and believes, and

1 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
2 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
3 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
4 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
6 or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
7 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
8 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
9 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
10 established place of business in the state), the name and address of which must but did not appear
11 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
12 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
13 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
14 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
15 in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were
16 not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7
17 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section
18 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or
19 otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or
20 kicked back to Defendants. Consequently, Plaintiff is informed and believes, and based thereon
21 alleges, that Plaintiff and other Aggrieved Employees have personally suffered violations under
22 these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222
23 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and
24 1197. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct
25 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would thus
26 be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
28 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 56. Plaintiff is further informed and believes, and based thereon alleges that Defendants
2 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
3 Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing
4 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
5 applicable to their employment, allowances claimed as part of the minimum wage, the regular
6 payday designated by Defendants, the name of the employer, including any “doing business as”
7 names used, the name, address and telephone number of the workers’ compensation insurance
8 carrier, information regarding paid sick leave, and other pertinent information required to be
9 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
10 failure to provide such information, including rates of pay that are in effect, has permitted
11 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
12 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
13 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
14 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
15 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
16 further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise
17 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
18 collect from Defendants in connection with these violations’ civil penalties pursuant to Labor Code
19 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
20 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 57. Plaintiff is informed and believes, and based thereon alleges that Defendants also
22 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
23 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
24 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,
25 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
26 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
27 medical, physical or drivers’ exams taken as a condition of employment, or for compelling or
28 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a

1 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
2 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
3 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and
4 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
5 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
6 Employees for these costs incurred in furtherance of work duties. Plaintiff further informed and
7 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
8 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties
9 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
10 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 58. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
13 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
14 together with all interest owed at the separation of employment in violation of Labor Code sections
15 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations,
16 and that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the
17 deposit and accrued interest. Plaintiff further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699,
20 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
21 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 59. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
23 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
24 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
25 Labor Code section 245, et seq., including, without limitation, the amount of paid sick leave required
26 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
27 the sick pay was not provided at the proper regular of pay as required under California law due to
28 failure to properly calculate the regular rate. Plaintiff is further informed and believes that

1 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
2 contemplated under California and local laws, including, without limitation, under Labor Code
3 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
4 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
5 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
6 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
7 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
8 As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these
9 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
10 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
11 restitutionary relief, and reasonable attorneys' fees and costs. Defendants are further informed and
12 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
13 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
14 to Labor Code section 2699(f)(2)(B)(ii).

15 60. Plaintiff is further informed and believes, and based thereon alleges, that throughout
16 the relevant class period, Defendants failed to provide proper paid sick leave to Plaintiff, class
17 members, and other aggrieved employees. Defendants either failed to provide paid sick leave at
18 all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiffs,
19 other class members, and aggrieved employees by failing to base the accrued sick leave hours on
20 the correct number of hours worked (as a result of the allegations alleged herein, but not limited
21 to policies and practices for meal and rest periods, off the clock work) and by failing to incorporate
22 multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-
23 discretionary bonuses, shift differential pay, split shift premiums, and/or other non-discretionary
24 compensation into the sick leave pay rate calculation.

25 61. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
26 further failed to place Plaintiff, class members, and aggrieved employees on notice of their paid
27 sick leave rights – or thereby putting their entitlement to sick leave in a Labor Code section 2810.5
28 notice. Defendants failed to provide notice of the correct sick leave amount balance available to

1 Plaintiff, class members, and aggrieved employees on their wage statements or other written
2 statements. Defendants failed to maintain accurate records of used sick leave and the balance of
3 paid sick leave.

4 62. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
5 failed to provide notice of the balance of sick leave pay left for Plaintiff, class members, and
6 aggrieved employees, thus affecting their intelligent exercise of their paid sick leave. But for this
7 failure, Plaintiff, class members, and aggrieved employees would have used their paid sick leave
8 at least prior to their respective separations, for as on several occasions thereafter, he or she would
9 have been entitled to use the banked sick leave and earn appropriate compensation.

10 63. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
11 failed and continue to fail to comply with Labor Code section 246, by failing to provide Plaintiff,
12 class members, and aggrieved employees with a Labor Code section 226 wage statement, or
13 separate writing containing the amount of paid sick leave available, or paid time off leave an
14 Defendants provides in lieu of sick leave, at the time it pays wages.

15 64. As such, Plaintiff is further informed and believes, and based thereon alleges, that
16 Defendants have violated California's paid sick leave laws and unlawfully retained and continue
17 to retain paid sick leave that should have been paid and was not as a result of Defendants' failure
18 to properly institute a lawful paid sick leave program. These unlawful practices and policies
19 violate Labor Code sections 245-248.5.

20 65. Failure To Provide Supplemental Paid Sick Leave - Labor Code § 248.2 provides
21 that all Defendants with 26 or more employees are required to provide up to 80 hours for covered
22 employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care
23 for a family member or if it is vaccine-related. Plaintiff is informed and believes, and based thereon
24 alleges, that Defendants violated Labor Code § 248.2 by not providing Plaintiff, class members,
25 and aggrieved employees required 2021 COVID-19 Supplemental Paid Sick Leave. Based on
26 information and belief, Defendants failed to provide Supplemental Paid Sick Leave in 2022 in
27 violation of Labor Code section 248.6.

28 ///

1 66. Plaintiff is informed and believes, and based thereon alleges that Defendants violated
2 section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation
3 facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is
4 maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing
5 agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each
6 sex of employee.

7 67. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
8 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
9 off and vacation time owed upon separation of employment as wages at their final rate of pay in
10 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
11 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
12 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other
13 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
14 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
16 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
17 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
18 to Labor Code section 2699(f)(2)(B)(ii).

19 68. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
21 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
22 of any calendar month shall be paid for between the 16th and 26th day of the month during which
23 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
24 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
25 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
26 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
27 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
28 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have

1 personally suffered these violations. Plaintiff further informed and believes, and based thereon
2 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
3 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
4 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
5 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 69. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
8 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
9 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
10 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
11 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
12 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
13 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
14 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 70. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
17 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
18 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
19 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
20 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
21 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
22 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
23 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
24 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
25 card payment processing fees that may be charged to the employer by the credit card company by
26 not later than the regular payday following the date the patron authorized the credit card. In addition,
27 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
28 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted

1 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
2 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
3 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
4 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
5 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
6 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
7 pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 71. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to provide all working employees, including without limitation
10 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
11 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
12 place an adequate number of seats in reasonable proximity to the work area and/or permitted
13 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
14 performance of their duties when employees are not engaged in the active duties of their
15 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
16 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
17 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
18 Employees have personally suffered violations thereto and Defendants would be liable for civil
19 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 72. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
25 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
26 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
27 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
28 from disclosing who else works with Defendants and under what circumstances that they might be

1 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
2 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
3 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
4 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
5 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
7 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
8 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
9 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 73. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
12 violations of state and federal law, either within Defendants to their managers or outside of
13 Defendants to private attorneys or government officials, among others, in violation of Business and
14 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
15 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
16 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
17 from disclosing information about unsafe or discriminatory working conditions, or about wage and
18 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
19 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
20 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
21 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
22 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
23 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 74. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
27 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
28 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections

1 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
2 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
3 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
4 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
5 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
6 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
7 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
8 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
9 to Labor Code section 2699(f)(2)(B)(ii).

10 75. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
12 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
13 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
14 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
15 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
16 employment, to adopt or follow or refrain from adopting or following a particular course or line of
17 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
18 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
19 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
20 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
21 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
22 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
23 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
24 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 76. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
26 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
27 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
28 agents, managers, superintendents and/or officers) to be prohibited by law, including, without

1 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
2 purported confidentiality agreements, purported severance agreements, or purported release
3 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
4 Aggrieved Employees by Defendants. Even more specifically, Plaintiff is informed and believes,
5 and based thereon alleges, that Defendants had and have a practice or policy of requiring Plaintiff
6 and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully
7 restrain trade by prohibiting employees from speaking with prospective employers about their work
8 with Defendants, including but not limited to their wages and working conditions. Defendants also
9 required Plaintiff and Aggrieved Employees to inform prospective employers of Defendants'
10 restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is
11 informed and believes that Defendants violated Labor Code sections 432.5, 1700.31 and 1198. As
12 such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved
13 Employees personally suffered these violations, and that Defendants violated, without limitation,
14 Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and other
15 Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
16 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
17 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
18 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
19 Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

21 77. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a practice or policy of conducting unlawful background checks on prospective and current
23 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
24 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
25 without limitation: requiring job applicants and employees to disclose their conviction history before
26 Defendants made a conditional offer of employment; inquiring into or considering the conviction
27 history of applicants before Defendants made any conditional offers of employment; considering,
28 distributing, or disseminating information about arrests not followed by conviction, referrals to or

1 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
2 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
3 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
4 conducting conviction history background checks in connection with any applications for
5 employment; intending to deny an applicant a position of employment solely or in part because of
6 the applicant's conviction history; and asking applicants for employment to disclose, through any
7 written form or verbally, information concerning or related to an arrest, detention, processing,
8 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
9 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
10 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
11 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
12 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
13 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
14 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
15 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
16 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
17 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
18 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 78. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
20 and have a practice or policy of relying on the salary history information of an applicant for
21 employment as a factor in determining whether to offer employment to an applicant or what salary
22 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
23 application for employment, an inquiry regarding current and/or former salary history information,
24 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
25 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
26 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
27 Employer has failed to pay its employees at wage rates less than those paid to employees of the
28 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a

1 composite of skill, effort, and responsibility, and/or performed under similar working conditions
2 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
3 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
4 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
5 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
6 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
7 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
8 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
9 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
10 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
11 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
12 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
13 Labor Code section 2699(f)(2)(B)(ii).

14 79. Plaintiff is informed and believes, and based thereon alleges, that throughout the
15 relevant time period, Defendants had a policy and/or practice of unlawfully asking Class Members
16 and Aggrieved Employees to reveal their salary history when applying for employment with
17 Defendants. By requiring Class Members to disclose prior salary information in a written application
18 for employment, Defendants violated Labor Code section 432.5 by requiring Class Members to
19 agree in writing to disclose their salary history as a condition of obtaining employment with
20 Defendants, in violation of California law.

21 80. Plaintiff is informed and believes, and based thereon alleges that Defendants and
22 others in connection with Defendants (including, without limitation, the owner of the property,
23 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
24 minors under the age of sixteen (16) years in connection with a manufacturing establishment or
25 other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a
26 workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in
27 operating or assisting in operating machines, including circular or band saws, wood shapers, wood-
28 jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring

1 machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding
2 machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses,
3 stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer
4 and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines
5 in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron
6 straightening or drawing machinery, rolling mill machinery, power punches or shears, washing,
7 grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and
8 others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in
9 occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor
10 Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes,
11 and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391,
12 Educational Code 49112 and Educational Code 49116. Plaintiff is informed and believes, and based
13 thereon alleges, that Defendants had and has a policy or practice of requiring Aggrieved Employees,
14 who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-
15 four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00
16 p.m. Plaintiff is further informed and believes, and based thereon alleges, that Defendants had and
17 have a policy or practice of, among other things, requiring its employees, who are fourteen (14) or
18 (15) years old to work, while school is in session, for more than three hours in any schoolday and/or
19 more than eighteen (18) hours in any week. Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants had and has a policy or practice of, among other things, requiring
21 its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8)
22 hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m.
23 on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday.
24 Accordingly, for violations of Labor Code section 1391, et seq., As such, Plaintiff is informed and
25 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
26 sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Aggrieved
27 Employees personally suffered these violations, and that Aggrieved Employees are entitled to
28 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'

1 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
2 would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1
3 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
4 Defendants would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 81. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
7 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
8 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
9 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
10 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
11 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the
12 proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

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

23 **CLASS ACTION ALLEGATIONS**

24 84. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
25 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
26 and former non-exempt employees of Defendants within the State of California at any time
27 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
28 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

7 **A. Numerosity**

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

12 88. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiff alleges Defendants' employment records would provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 **B. Commonality**

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

- 19 (1) Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
20 worked at a proper overtime rate of pay?
- 21 (2) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
22 for all other time worked at the employee's regular rate of pay and a rate of pay that
23 is greater than the applicable minimum wage?
- 24 (3) Did Defendants violate Labor Code section 512 by not authorizing or permitting
25 Class Members to take compliant meal periods?
- 26 (4) Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed or interrupted meal periods?

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- 1 (5) Did Defendants violate applicable Wage Orders by not authorizing or permitting
2 Class Members to take compliant rest periods?
- 3 (6) Did Defendants violate Labor Code section 226.7 by not providing Class Members
4 with additional wages for missed rest periods?
- 5 (7) Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
6 Members upon termination or resignation all wages earned?
- 7 (8) Are Defendants liable to Class Members for waiting time penalties under Labor Code
8 section 203?
- 9 (9) Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
10 Class Members with accurate wage statements?
- 11 (10) Did Defendants fail to pay sick pay or provide sick leave or supplemental sick
12 pay/leave?
- 13 (11) Did Defendants fail to pay split shift premiums?
- 14 (12) Did Defendants conduct unfair background checks and inquiries into salary history?
- 15 (13) Did Defendants fail to pay Class Members in a timely fashion as required under
16 Labor Code section 204?
- 17 (14) Did Defendants fail to indemnify Class Members for all necessary expenditures or
18 losses incurred in direct consequence of the discharge of their duties or by obedience
19 to the directions of Defendants as required under Labor Code section 2802?
- 20 (15) Did Defendants violate Labor Code section 227.3 by not providing Class Members
21 with compensation at their final rate of pay for vested paid vacation time?
- 22 (16) Did Defendants violate the Unfair Competition Law, Business and Professions Code
23 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 24 (17) Are Class Members entitled to restitution of wages under Business and Professions
25 Code section 17203?
- 26 (18) Are Class Members entitled to costs and attorneys' fees?
- 27 (19) Are Class Members entitled to interest?

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

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

10 98. Four (4) years prior to the filing of the Complaint in this Action through the present,
11 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
12 than eight (8) hours in a workday and/or more than forty (40) hours in a workweek, and/or seven
13 (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked
14 as a result of, including but not limited to, failing to accurately track and/or pay for all minutes
15 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
16 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to clock
17 out for meal periods and continue working; and failing to include all forms of remuneration,
18 including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards
19 and other forms of remuneration into the regular rate of pay for the pay periods where overtime was
20 worked and the additional compensation was earned for the purpose of calculating the overtime rate
21 of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries;
22 to the detriment of Plaintiff and Class Members.

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

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100. 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)

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

102. 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.

103. 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.

104. 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; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to clock out for meal periods and continue working;; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff and Class Members.

105. 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.

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

1 **THIRD CAUSE OF ACTION**

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

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

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

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

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

17 111. For four (4) years prior to the filing of the Complaint in this Action through the
18 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
19 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
20 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
21 Class Member's regular rate of compensation by failing to include all forms of remuneration,
22 including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards
23 and other forms of remuneration into the regular rate of pay on the occasions that Class Members
24 were not provided compliant meal periods.

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

113. 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 additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

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

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

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

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

119. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation by failing to include all forms of remuneration, including
2 non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other
3 forms of remuneration into the regular rate of pay on the occasions that Class Members were not
4 authorized or permitted to take compliant rest periods.

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

23 125. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
24 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
25 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
26 discharge immediately upon termination. Class Members who resigned were entitled to payment
27 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
28

1 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
2 unpaid at the time of resignation.

3 126. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
4 years before the filing of the Complaint in this Action through the present, Defendants, due to the
5 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
6 Members all wages earned prior to resignation or termination in accordance with Labor Code
7 sections 201 or 202.

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

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

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

21 130. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
22 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 waiting time penalties, interest, and their costs of suit, as well.

24 **SIXTH CAUSE OF ACTION**

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

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

28 ///

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

3 133. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
4 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
5 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
6 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
8 employer, among other things.

9 134. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
10 before the filing of the Complaint in this Action through the present, Defendants failed to comply
11 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
12 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
13 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
14 all applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
16 other things.

17 135. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
18 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
19 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
20 provided wage statements that Defendants knew were not accurate.

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

28

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

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

9 **SEVENTH CAUSE OF ACTION**

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

11 139. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
12 incorporate each by reference as though fully set forth hereat.

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

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

20 142. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
21 independent and apart from, any other penalty provided in this article, every person who fails to pay
22 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
23 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
24 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
25 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
26 percent of the amount unlawfully withheld.”

27 143. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
28 before the filing of the Complaint in this Action through the present, Defendants employed policies

1 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
2 Labor Code section 204.

3 144. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
4 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one
5 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
6 for each subsequent violation in connection with each payment that was made in violation of Labor
7 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

8 145. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
9 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
10 interest, and their costs of suit, as well.

11 **EIGHTH CAUSE OF ACTION**

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

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

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

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

20 149. For three (3) years prior to the filing of the Complaint in this Action through the
21 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
22 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
23 obedience to the directions of Defendants that included, without limitation;; using cellular phones
24 for work-related purposes; and purchasing tools including but not limited to, internet, necessary to
25 perform work duties.

26 150. During that time period, Plaintiff is informed and believes, and based thereon alleges
27 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand
28 Class Members for those losses and/or expenditures.

1 151. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
2 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
3 herein-described losses and/or expenditures.

4 152. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
5 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
6 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
7 costs of suit.

8 **NINTH CAUSE OF ACTION**

9 **(Violation of Labor Code § 227.3 – Against All Defendants)**

10 153. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs of this Complaint as though fully set forth hereon.

12 154. According to Labor Code section 227.3, whenever a contract of employment or
13 employer policy provides for paid vacations, and an employee is terminated without having taken
14 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
15 accordance with such contract of employment or employer policy respecting eligibility or time
16 served.

17 155. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
18 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
19 that Plaintiff's employment contract with Defendants included paid vacations.

20 156. For at least four (4) years prior to the filing of this action and continuing to the
21 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
22 employees or former employees within the State of California with compensation at their final rate
23 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

24 157. As a proximate result of Defendants' failure to pay vested vacation at the final rate
25 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
26 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
27 their final rate of pay, as set out in Defendants' policy or the contract of employment between
28 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

158. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

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

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

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

1 163. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
2 Procedure section 1032 and interest under Civil Code section 3287.

3 **ELEVENTH CAUSE OF ACTION**

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

5 164. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
6 preceding paragraphs as though fully set forth hereat.

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

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

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

20 167. At all relevant times herein, Defendants have had a consistent policy or practice of
21 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
22 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
23 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
24 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
25 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
26 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
27 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
28 violation in connection with each payment that was made in violation of Labor Code section 204.

Civil Penalties Under Labor Code § 226.3

168. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods

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

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

171. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as set forth in the preceding paragraphs.

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

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1 Violation of Labor Code § 558

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

- 6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
7 pay period for which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages;
- 9 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to
11 an amount sufficient to recover underpaid wages;
- 12 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

25 Violation of Labor Code § 1174.5

26 176. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

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

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

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

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

27 181. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
2 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

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

- 10 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
11 for each underpaid employee for each pay period for which the employee is
12 underpaid. This amount shall be in addition to an amount sufficient to recover
13 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
14 penalties imposed pursuant to Section 203.
- 15 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
16 (\$250) for each underpaid employee for each pay period for which the employee is
17 underpaid regardless of whether the initial violation is intentionally committed. This
18 amount shall be in addition to an amount sufficient to recover underpaid wages,
19 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
20 pursuant to Section 203.
- 21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee."

24 183. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
25 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
26 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
27 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
28 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of

1 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
2 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
3 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

10 Violations of Labor Code sections 245-248.5

11 185. In violation of the Labor Code sections 245-248.5, Defendants either failed to
12 provide sick leave pay to Plaintiff and Aggrieved Employees, or failed to properly accrue paid sick
13 leave due to defendants' failure to account for actual hours worked, and/or failure to incorporate
14 multiple rates of pay and/or all forms of non-discretionary remuneration including but not limited
15 to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary compensation
16 into the sick leave pay rate calculation.

17 186. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described in the preceding paragraphs.

19 187. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
20 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
21 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
22 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

26 Violations of Labor Code § 432.5

27 189. In violation of the Labor Code section 432.5, Defendants required Plaintiff and
28 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not

1 limited to unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
2 employment in violation of Labor Code section 432.5.

3 190. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
4 each of them, violated the Labor Code sections described in the preceding paragraphs.

5 191. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
6 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
7 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
8 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

12 Civil Penalties Under Labor Code § 2699

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

19 194. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
20 each of them, violated the Labor Code sections described in the preceding paragraphs.

21 195. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
22 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
23 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
24 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

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1 **DEMAND FOR JURY TRIAL**

2 197. Plaintiff demands a trial by jury on all causes of action contained herein.

3 **PRAYER**

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

- 6 A. An order certifying this case as a Class Action;
- 7 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
8 counsel as class counsel;
- 9 C. Damages for all wages earned and owed, including minimum and overtime wages
10 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
11 1194, 1197, 1199 and 227.3;
- 12 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 13 E. Damages for unpaid premium wages from missed meal and rest periods under,
14 among other Labor Code sections, 512, 558.1 and 226.7;
- 15 F. Penalties for inaccurate wage statements under Labor Code sections 226,
16 subdivision (e) and 558.1;
- 17 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 18 H. Penalties to timely pay wages under Labor Code section 210;
- 19 I. Damages under Labor Code sections 2802 and 558.1;
- 20 K. Preliminary and permanent injunctions prohibiting Defendants from further
21 violating the California Labor Code and requiring the establishment of appropriate
22 and effective means to prevent future violations;
- 23 L. Restitution of wages and benefits due which were acquired by means of any unfair
24 business practice, according to proof;
- 25 M. For attorneys' fees in prosecuting this action;
- 26 N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
27 1174.5, 1197.1, and 2699;

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- 1 O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226.3, 558, 1174.5, 1197.1, and 2699;
3 P. For equitable, including, without limitation, injunctive relief;
4 Q. Pre-judgment and post-judgment interest;
5 R. For costs of suit incurred herein; and
6 S. For such other and further relief as the Court deems just and proper.
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8 Dated: May 27, 2026

BIBIYAN LAW GROUP, P.C.

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10 BY: /s/ Brandon M. Chang
11 BRANDON M. CHANG
12 Attorneys for Plaintiff KEVION DESHAWN SMITH,
13 on behalf of herself and all others similarly situated and
14 aggrieved
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