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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF TULARE**

11 GUADALUPE BRISENO on behalf of the
12 State of California, and others similarly
situated and aggrieved,

13 Plaintiffs,

14 v.
15

16 PERFECTION PET FOODS, LLC, a
17 California Limited Liability Company;
VOLT INFORMATION SCIENCES, INC.,
18 a New York Corporation; VOLT
MANAGEMENT CORP., a Delaware
19 Corporation; and DOES 1-100, inclusive,

20 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
01/16/2026
By: Jose Angel De Luna Romero,
Deputy Clerk

Case No.: VCU308266

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

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1 Plaintiff, GUADALUPE BRISENO, (“PLAINTIFF BRISENO”) and Plaintiff, RAYMOND
2 DELAYO, (“PLAINTIFF DELAYO”) (collectively “PLAINTIFFS”), individuals on behalf of
3 PLAINTIFFS, the State of California, and all other Aggrieved Employees (as defined below),
4 hereby file this First Amended Complaint against Defendants PERFECTION PET FOODS, LLC, a
5 California Limited Liability Company; POST BRANDS PET CARE, LLC, a Delaware Limited
6 Liability Company; VOLT INFORMATION SCIENCES, INC., a New York Corporation; VOLT
7 MANAGEMENT CORP., a Delaware Corporation; and DOES 1-100, inclusive, (collectively
8 referred to herein as “DEFENDANTS”). PLAINTIFFS are informed and believe and thereon allege
9 as follows:

10 **INTRODUCTION**

11 1. This is a representative action filed by PLAINTIFFS on behalf of PLAINTIFFS, all
12 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
13 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
14 (75% payable to the Labor and Workforce Development Agency and 25% payable to Aggrieved
15 Employees) for DEFENDANTS’ violations of the California Labor Code as alleged below.

16 **JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over PLAINTIFFS’ claims for penalties pursuant to
18 California statutes, including but not limited to the PAGA, and decisional law and regulations.

19 3. Venue is proper in the County of Tulare pursuant to sections 395 and 395.5 of the
20 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
21 this judicial district DEFENDANTS assigned PLAINTIFFS to work in this judicial district and
22 conduct alleged by PLAINTIFFS herein occurred in this judicial district. See also *Crestwood*
23 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal. App. 5th 1069 (venue in a PAGA action
24 is proper in any county where the defendants committed Labor Code violations against some of its
25 employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure
26 because the cause, or some part of the cause, arose in the County of Tulare.

27 **THE PARTIES**

28 4. PLAINTIFF BRISENO is, and at all relevant times, was an individual domiciled in

1 the State of California and a citizen of the State of California.

2 5. PLAINTIFF BRISENO is a former employee of DEFENDANTS. PLAINTIFF
3 BRISENO worked for DEFENDANTS as a non-exempt employee with a job title of packer and/or
4 a similar title(s) and/or position(s) from in or around March 2023 through in or around May 2023.
5 PLAINTIFF BRISENO worked for DEFENDANTS at DEFENDANTS' Visalia, California
6 location(s).

7 6. PLAINTIFF DELAYO is an individual residing in the State of California, County of
8 Tulare. PLAINTIFF DELAYO worked directly for Defendant, PERFECTION PET FOODS, LLC
9 and/or Defendant, POST BRANDS PET CARE, LLC only (and not Volt Management Corp., or
10 Volt Information, Sciences), as an hourly-paid, non-exempt employee from approximately July
11 2022 to approximately July 2023 in the State of California, County of Tulare.

12 7. Defendant PERFECTION PET FOODS, LLC, is a California Limited Liability
13 Company that, at all relevant times, was authorized to do business within the State of California and
14 is doing business in the State of California.

15 8. Defendant POST BRANDS PET CARE, LLC, is a Delaware Limited Liability
16 Company that, at all relevant times, was authorized to do business within the State of California and
17 is doing business in the State of California.

18 9. Defendant VOLT INFORMATION SCIENCES, INC. is a New York Corporation
19 that, at all relevant times, was authorized to do business within the State of California and is doing
20 business in the State of California.

21 10. Defendant VOLT MANAGEMENT CORP. is a Delaware Corporation that, at all
22 relevant times, was authorized to do business within the State of California and is doing business in
23 the State of California.

24 11. DEFENDANTS own, operate, manage and/or staff its employees to work at the
25 warehouses, manufacturing facilities and/or other facilities and/or other location(s) in California,
26 including but not limited to the warehouses, manufacturing facilities and/or other facilities in
27 Visalia, California. DEFENDANTS, through its various locations, serve, including but not limited
28 to, the manufacturing industry.

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

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

JOINT LIABILITY

14. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services are properly performed, is properly viewed as one of the “working conditions” mentioned in the wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker, and the other entity supervises the work. *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in

1 California, applying a less stringent standard to what constitutes sufficient control by a business
2 over its vendor's employees' wages and working conditions to render that business liable as a joint
3 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); "[i]f the putative
4 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
5 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
6 employment," *Id.* at 875 [emphasis added].

7 15. During PLAINTIFFS' employment by DEFENDANTS, PLAINTIFFS and other
8 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
9 the Wage Orders, under the alternative definitions of "to employ" adopted by the California
10 Supreme Court in *Martinez, supra*. As discussed below, these DEFENDANTS (1) exercised control
11 over wages, hours and working conditions of PLAINTIFFS and the Aggrieved Employees; (2)
12 suffered or permitted PLAINTIFFS and Aggrieved Employees to work for them; and (3) engaged
13 PLAINTIFFS and Aggrieved Employees to work for them. PLAINTIFFS is informed and believes,
14 and thereon alleges that at all relevant times DEFENDANTS operated as a single integrated
15 enterprise with common ownership and centralized human resources. As a result, DEFENDANTS
16 utilized the same unlawful policies and practices across all of their locations/facilities and subjected
17 all of the Aggrieved Employees to these same policies and practices regardless of the location(s)
18 where they worked.

19 16. Among other things, PLAINTIFFS are informed and believe that: (1) there is
20 common ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS
21 utilize common management, who have control over the day-to-day operations and employment
22 matters, including the power to hire and fire, set schedules, issue employee policies, and determine
23 rates of compensation across its locations in California; (3) DEFENDANTS utilize the same policies
24 and procedures for all California employees, including issuing the same employee handbooks and
25 other form agreements; (4) DEFENDANTS use at least some of the same Human Resources
26 personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.
27 PLAINTIFF are informed and believe, and thereon allege that at all relevant times, DEFENDANTS
28 were the joint employers of PLAINTIFFS and the Aggrieved Employees upon whose behalf

1 PLAINTIFFS bring these allegations and causes of action, in that DEFENDANTS, exercised
2 sufficient control over PLAINTIFFS and the Aggrieved Employees' wages, hours and working
3 conditions, and/or suffered or permitted PLAINTIFFS and the Aggrieved Employees to work so as
4 to be considered the joint employers of PLAINTIFFS and the Aggrieved Employees. Upon
5 information and belief, PLAINTIFFS allege that DEFENDANTS created a uniform set of policies,
6 practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices,
7 meal and rest periods, reimbursement of business expenses and other working conditions that were
8 distributed to, and/or applied to PLAINTIFFS and the Aggrieved Employees, and further that
9 DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFFS and the
10 Aggrieved Employees in a uniform manner. DEFENDANTS collectively represented to
11 PLAINTIFFS and the Aggrieved Employees that each was an "at-will" employee of
12 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate
13 PLAINTIFFS' and Aggrieved Employees' employment with or without cause. Upon information
14 and belief, DEFENDANTS further collectively represented to PLAINTIFFS and Aggrieved
15 Employees in writing the details of their compensation, and the manner in which they were to take
16 meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of
17 hours worked and the policies applicable to PLAINTIFFS and Aggrieved Employees by which
18 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFFS and Aggrieved
19 Employees.

20 17. Moreover, based on information and belief, Defendant VOLT INFORMATION
21 SCIENCES, INC. and Defendant VOLT MANAGEMENT CORP. (hereinafter collectively referred
22 to as "Volt") hired PLAINTIFF BRISENO and entered into a written employment agreement with
23 PLAINTIFF BRISENO. During PLAINTIFF BRISENO's employment, Volt maintained control
24 over many aspects of PLAINTIFF BRISENO's employment, including, among other things, having
25 the authority to discipline PLAINTIFF BRISENO, change PLAINTIFF BRISENO's job
26 assignment, change PLAINTIFF BRISENO's work hours, change PLAINTIFF BRISENO's rates of
27 pay, and to terminate PLAINTIFF BRISENO's employment. In addition, when PLAINTIFF
28 BRISENO was first hired, Volt provided PLAINTIFF BRISENO with orientation and training

1 materials. Volt issued PLAINTIFF BRISENO written policies concerning meal periods, rest breaks,
2 timekeeping, hours worked, and payment of PLAINTIFF BRISENO's wages, with which
3 PLAINTIFF BRISENO was required to comply. Based on information and belief, among other
4 things, these policies provided that PLAINTIFF BRISENO's weekly time records be submitted to
5 Volt, and Volt was supposed to process PLAINTIFF BRISENO's time records and pay PLAINTIFF
6 BRISENO for all hours worked. Volt exercised ultimate control over the payment of PLAINTIFF
7 BRISENO's wages, as Volt issued PLAINTIFF BRISENO her paychecks. Finally, Volt directed
8 PLAINTIFF BRISENO to comply with Perfection Pet Foods policies and directions. PLAINTIFF
9 BRISENO is informed and believes that Volt exercised the same control over, applied the same
10 policies and practices, and engaged in the same acts and omissions with regard to the other class
11 members.

12 18. Defendant PERFECTION PET FOODS, LLC and/or Defendant POST BRANDS
13 PET CARE, LLC (hereinafter "Perfection Pet Foods") similarly suffered or permitted PLAINTIFFS
14 to work for them or engaged PLAINTIFFS to work for them. PLAINTIFFS are informed and believe
15 that Perfection Pet Foods entered into a written agreement with Volt, pursuant to which Perfection
16 Pet Foods paid Volt to provide it with workers, including PLAINTIFF BRISENO, to conduct
17 Perfection Pet Foods business operations – namely, to work in Perfection Pet Foods
18 production/processing centers and/or administration offices. Perfection Pet Foods suffered or
19 permitted PLAINTIFFS to work at Perfection Pet Foods and for the entirety of PLAINTIFFS'
20 employment. Perfection Pet Foods further exercised control over PLAINTIFFS' wages, hours and
21 working conditions. Perfection Pet Foods also: (1) set PLAINTIFFS' work hours and provided
22 PLAINTIFFS with PLAINTIFFS' work schedule; (2) provided PLAINTIFFS with policies
23 regarding meal periods and rest breaks, with which PLAINTIFFS were required to comply; (3)
24 directly supervised PLAINTIFFS' work through its employees; (4) assigned PLAINTIFFS job
25 duties and trained PLAINTIFF on said job duties; (5) exercised authority to reprimand and counsel
26 PLAINTIFFS regarding any work performance and other issues; (6) exercised authority to end
27 PLAINTIFFS' work assignment at any time, which essentially equated to a termination of
28 employment as PLAINTIFFS were not guaranteed any other job assignments; (7) required

1 PLAINTIFFS to use its timekeeping system for purposes of recording time worked; (8) determined
2 whether and when PLAINTIFFS would receive meal periods and rest breaks; (9) subjected
3 PLAINTIFFS to unlawful schedules for taking meal periods and rest breaks; and, (10) was
4 responsible for recording when PLAINTIFFS began and ended work shifts. Based on information
5 and belief, Perfection Pet Foods issued further written policies and practices and guidelines
6 governing PLAINTIFFS' working conditions with which PLAINTIFFS was required to comply.
7 PLAINTIFFS are informed and believe that Perfection Pet Foods exercised the same control over,
8 applied the same policies and practices, and engaged in the same acts and omissions with regard to
9 the other Aggrieved Employees.

10 19. Upon information and belief, PLAINTIFFS allege that DEFENDANTS created a
11 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
12 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
13 working conditions that were distributed to, and/or applied to PLAINTIFFS and Aggrieved
14 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
15 PLAINTIFFS and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
16 represented to PLAINTIFFS and other Aggrieved Employees that each was an "at-will" employee
17 of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate
18 PLAINTIFFS' and other Aggrieved Employees' employment with or without cause. Upon
19 information and belief, DEFENDANTS further collectively represented to PLAINTIFFS and
20 Aggrieved Employees in writing the details of their compensation, and the manner in which they
21 were to take meal and rest periods, the procedures required by DEFENDANTS collectively for
22 recordation of hours worked and the policies applicable to PLAINTIFFS and Aggrieved Employees
23 by which DEFENDANTS collectively would evaluate their wage rates.

24 20. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
25 and working conditions of PLAINTIFFS and Aggrieved Employees. As such, DEFENDANTS
26 collectively held the right to control virtually every aspect of PLAINTIFFS' and the Aggrieved
27 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
28 PLAINTIFFS seek relief in this Complaint.

1 21. PLAINTIFFS are informed and believe that DEFENDANTS exercised the same
2 control over, applied the same policies and practices, and engaged in the same acts and omissions
3 with regard to the other Aggrieved Employees.

4 22. PLAINTIFFS are informed and believe and hereon allege that DEEFENDANTS
5 must be classified as joint employers of PLAINTIFFS for purposes of liability for civil penalties
6 under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFFS to
7 perform services from which they benefited, and furthermore that the aforementioned entities had
8 the right to exercise control over the wages, hours and/or working conditions of PLAINTIFFS at all
9 relevant times herein, so as to be considered the joint employers of PLAINTIFFS.

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

13 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

14 24. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
15 employer shall share with the labor contractor” all civil liability for the payment of wages to the
16 workers supplied by the labor contractor.

17 25. Defendant VOLT INFORMATION SCIENCES, INC. is a “labor contractor” in that
18 the business entity supplies PERFECTION PET FOODS, LLC, a client employer, with workers to
19 perform labor within PERFECTION PET FOODS, LLC’s usual course of business. Lab. Code §
20 2810.3(a)(3).

21 26. Defendant VOLT MANAGEMENT CORP.is a “labor contractor” in that the
22 business entity supplies PERFECTION PET FOODS, LLC, a client employer, with workers to
23 perform labor within PERFECTION PET FOODS, LLC’s usual course of business. Lab. Code §
24 2810.3(a)(3).

25 27. PERFECTION PET FOODS, LLC is a “client employer” in that the business entity
26 “obtains or is provided workers to perform labor within its usual course of business” from labor
27 contractor VOLT INFORMATION SCIENCES, INC. and/or VOLT MANAGEMENT CORP. Lab.
28 Code § 2810.3(a)(1)(A). Moreover, PERFECTION PET FOODS, LLC has a workforce of more

1 than twenty-five workers and is supplied with at least five workers from a labor contractor at any
2 given time. Lab. Code § 2810.3(a)(1)(B).

3 28. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment
4 of wages to all workers supplied to PERFECTION PET FOODS, LLC by VOLT INFORMATION
5 SCIENCES, INC. and/or VOLT MANAGEMENT CORP.

6 29. PLAINTIFF BRISENO complied with all administrative requirements by providing
7 notice by certified mail of the claims alleged herein to PERFECTION PET FOODS, LLC Lab. Code
8 § 2810.3(d).

9 30. Any reference herein to any alleged act or omission by any DEFENDANT shall be
10 deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly
11 and severally.

12 **PAGA ALLEGATIONS**

13 31. PLAINTIFFS bring this action under the PAGA, as a representative action on behalf
14 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
15 Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include:

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

21 32. PLAINTIFFS are each an “aggrieved employee,” as that term is defined under Labor
22 Code section 2699(c), as PLAINTIFFS were employed by DEFENDANTS during the applicable
23 statutory limitations period and suffered one or more of the Labor Code violations set forth herein.
24 Accordingly, PLAINTIFFS seek to recover on behalf of the State of California, and all Aggrieved
25 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
26 PLAINTIFFS have standing to bring a PAGA cause of action on behalf of the State and all
27 Aggrieved Employees, as PLAINTIFFS were jointly employed by one or more of the
28 DEFENDANTS and are thereby affected by one or more of the alleged violations. *See Huff v.*

1 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has
2 authority to seek penalties for all known violations committed by the employer – regardless of
3 whether Plaintiff experienced all violations personally. *Id.* at 760-761.

4 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

5 33. PLAINTIFF BRISENO, on August 30, 2023, through counsel, gave written notice
6 by online filing with the California Labor and Workforce Development Agency (“LWDA”)
7 informing it that DEFENDANTS failed to comply with California’s labor laws with regard to the
8 allegations alleged in this Complaint (“Briseno PAGA Notice”).

9 34. The PAGA Notice outlined PLAINTIFF BRISENO’s claims for violations of the
10 California Labor Code and the applicable wage orders on behalf of the State of California and all
11 Aggrieved Employees.

12 35. On February 14, 2024, PLAINTIFF DELAYO provided written notice by online
13 submission to the LWDA and by U.S. Certified Mail to Defendants PERFECTION PET FOODS,
14 LLC and POST BRANDS PET CARE, LLC of the specific provisions of the California Labor Code
15 alleged to have been violated, including the facts and theories to support the alleged violations
16 (“Delayo PAGA Notice”).

17 36. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
18 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
19 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
20 PLAINTIFFS have exhausted the administrative remedies as required by Labor Code section
21 2699.3. Consequently, PLAINTIFFS’ right to file the instant lawsuit has duly accrued.

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

25 **FACTUAL ALLEGATIONS**

26 38. During the relevant period, PLAINTIFFS, and each of the Aggrieved Employees,
27 worked for DEFENDANTS in the State of California. At all times referenced herein,
28 DEFENDANTS exercised control over PLAINTIFFS and Aggrieved Employees, and suffered

1 and/or permitted them to work.

2 39. PLAINTIFF BRISENO is a former employee of DEFENDANTS. PLAINTIFF
3 BRISENO worked for DEFENDANTS as a non-exempt employee with a job title of packer and/or
4 a similar title(s) and/or position(s) from in or around March 2023 through in or around May 2023.
5 PLAINTIFF BRISENO worked for DEFENDANTS at DEFENDANTS' Visalia, California
6 location(s).

7 40. PLAINTIFF BRISENO regularly worked at least approximately twelve (12) hours
8 per day, at least four (4) days per week.

9 41. DEFENDANTS paid PLAINTIFFS an hourly rate for time counted by
10 DEFENDANTS as hours worked. Based on information and belief, PLAINTIFFS and/or other
11 Aggrieved Employees were also compensated with non-discretionary bonuses/incentive pay and/or
12 shift differential pay and/or other non-discretionary compensation.

13 42. At all relevant times, PLAINTIFFS were non-exempt employees that were paid on
14 an hourly basis for time counted by DEFENDANTS as hours worked.

15 43. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
16 PLAINTIFFS and Aggrieved Employees for all hours worked, resulting in the underpayment of
17 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFFS and Aggrieved
18 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
19 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
20 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
21 below.

22 44. Based on information and belief, DEFENDANTS implemented a policy and/or
23 practice of rounding meal period start and end times and/or automatically deducting at least thirty
24 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
25 PLAINTIFFS and other Aggrieved Employees were subject to DEFENDANTS' control during
26 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
27 PLAINTIFFS and Aggrieved Employees of all wages owed.

28 45. Based on information and belief, Aggrieved Employees were not paid for all hours

1 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
2 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
3 the clock work policies and/or practices.

4 46. For example, based on information and belief, DEFENDANTS required Aggrieved
5 Employees to be at their assigned workstations at the start of a scheduled shift, thereby forcing
6 Aggrieved Employees to gather work-related equipment and/or safety gear, make any necessary
7 adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work
8 clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their
9 scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock
10 work.

11 47. Based on information and belief, Aggrieved Employees were required to stand in
12 line behind other employees to access DEFENDANTS' time-keeping system and/or were required
13 to spend time reinitiating DEFENDANTS' time-keeping system before they could clock in for the
14 start of their shifts and/or after completing a purported meal period.

15 48. For example, upon arriving to work but prior to being able to clock in for the start of
16 their shifts, PLAINTIFFS and other Aggrieved Employees were required to form a line in order to
17 access DEFENDANTS' timekeeping system / terminal, resulting in at least approximately two (2)
18 to three (3) minutes of preshift off-the-clock work and the underpayment of wages owed to
19 PLAINTIFFS and other Aggrieved Employees.

20 49. Based on information and belief, Aggrieved Employees were required to complete
21 other off-the-clock work tasks after clocking out for the end of their shifts and/or during
22 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum
23 and overtime wages owed to Aggrieved Employees.

24 50. For example, based on information and belief, DEFENDANTS required Aggrieved
25 Employees to clock out for the end of their shifts but to continue working due to the need to
26 return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates
27 and/or debriefings and/or participate in work meetings, respond to work-related communications
28 and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages

1 and overtime wages owed to Aggrieved Employees.

2 51. Based on information and belief, DEFENDANTS did not compensate Aggrieved
3 Employees for all time spent donning and doffing personal protective equipment, safety equipment
4 and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, hard hats/bump caps/safety
5 helmets and/or face masks) during meal periods, before the start of a scheduled shift, and after
6 completing a scheduled shift, resulting in DEFENDANTS' failure to pay Aggrieved Employees for
7 all work time and the underpayment of minimum wages and overtime wages owed to Aggrieved
8 Employees.

9 52. Based on information and belief, at times, DEFENDANTS' electronic employee
10 time-keeping system/app malfunctioned such that Aggrieved Employees were required to either
11 reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable
12 to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-
13 the-clock work and the underpayment of wages owed to Aggrieved Employees. Based on
14 information and belief, Aggrieved Employees experienced the same issues when clocking out for
15 shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
16 recorded and not compensated and resulted in unpaid minimum wages owed to Aggrieved
17 Employees.

18 53. Based on information and belief, Aggrieved Employees were required to undergo
19 security screenings and/or other mandated screenings before and/or after a scheduled shift and/or
20 before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

21 54. Based on information and belief, DEFENDANTS required Aggrieved Employees to
22 undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their
23 scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

24 55. Based on information and belief, Aggrieved Employees were also pressured to
25 complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals
26 and expectations.

27 56. For example, based on information and belief, Aggrieved Employees were required
28 to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-

1 related phone calls and/or messages they received to their phones and/or mobile devices and were
2 required to respond to, including but not limited to, communications from supervisors regarding
3 scheduling and/or other work tasks, resulting in the underpayment of wages owed to Aggrieved
4 Employees.

5 57. Based on information and belief, DEFENDANTS failed to pay Aggrieved
6 Employees the applicable minimum wage for the county and/or city within which the Aggrieved
7 Employee worked in California.

8 58. Based on information and belief, DEFENDANTS failed to pay Aggrieved
9 Employees for time they were required to spend completing orientation, policy questionnaires,
10 and/or time spent completing the onboarding process including but not limited to reviewing various
11 documents and policies provided by DEFEDANTS. Based on information and belief, this work time
12 was completed off-the-clock and was not compensated.

13 59. Based in information and belief, DEFENDANTS implemented a time-rounding
14 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
15 compensable time because the time-rounding system implemented by DEFENDANTS would
16 almost always, if not always, result in understating actual compensable work time.

17 60. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
18 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
19 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
20 minimum wages owed to PLAINTIFFS and Aggrieved Employees as well as unpaid overtime wages
21 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
22 forty (40) hours in a week.

23 61. Based on information and belief, DEFENDANTS had actual and/or constructive
24 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
25 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
26 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
27 of California's minimum and overtime wage laws.

28 62. Based on information and belief, DEFENDANTS failed and continue to fail to pay

1 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
2 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
3 a work week, in violation of California's overtime laws.

4 63. Based on information and belief, DEFENDANTS calculated the owed overtime
5 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
6 based on the minimum wage established for the cities and/or counties within which Aggrieved
7 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
8 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
9 above the California minimum wage rate.

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

15 65. For example, based on information and belief, PLAINTIFFS and/or other Aggrieved
16 Employees earned non-discretionary bonuses/incentive pay and/or shift differential pay and/or other
17 non-discretionary compensation during pay periods in which they worked overtime, yet
18 DEFENDANTS failed to incorporate all non-discretionary compensation into the regular rate(s)
19 used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of
20 overtime wages owed to Aggrieved Employees.

21 66. Additionally, DEFENDANTS also violated California's overtime laws as to those
22 Aggrieved Employees that were subject to an Alternative Workweek Schedule (AWS).

23 67. Based on information and belief, DEFENDANTS adopted an Alternative Workweek
24 Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected
25 and/or implemented in accordance with the requirements of California law and/or DEFENDANTS
26 failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws,
27 including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor
28 Code section 1198. Based on information and belief, DEFENDANTS failed to properly adopt an

1 AWS in accordance with Labor Code section 511 and 1199, and the applicable Wage Order:

2 **(C) Election Procedures.** Election procedures for the adoption and repeal of alternative workweek
3 schedules require the following: (1) Each proposal for an alternative workweek schedule shall be in
4 the form of a written agreement proposed by the employer. The proposed agreement must designate
5 a regularly scheduled alternative workweek in which the specified number of workdays and work
6 hours are regularly recurring. The actual days worked within that alternative workweek schedule
7 need not be specified. The employer may propose a single work schedule that would become the
8 standard schedule for workers in the work unit, or a menu of work schedule options, from which
9 each employee in the unit would be entitled to choose. If the employer proposes a menu of work
10 schedule options, the employee may, with the approval of the employer, move from one menu option
11 to another. (2) In order to be valid, the proposed alternative workweek schedule must be adopted in
12 a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
13 affected employees in the work unit. The election shall be held during regular working hours at the
14 employees' work site. For purposes of this subsection, "affected employees in the work unit" may
15 include all employees in a readily identifiable work unit, such as a division, a department, a job
16 classification, a shift, a separate physical location, or a recognized subdivision of any such work
17 unit. A work unit may consist of an individual employee as long as the criteria for an identifiable
18 work unit in this subsection is met. (3) Prior to the secret ballot vote, any employer who proposed
19 to institute an alternative workweek schedule shall have made a disclosure in writing to the affected
20 employees, including the effects of the proposed arrangement on the employees' wages, hours, and
21 benefits. Such a disclosure shall include meeting(s), duly noticed, held at least 14 days prior to
22 voting, for the specific purpose of discussing the effects of the alternative workweek schedule. An
23 employer shall provide that disclosure in a non- English language, as well as in English, if at least
24 five (5) percent of the affected employees primarily speak that non-English language. The employer
25 shall mail the written disclosure to employees who do not attend the meeting. Failure to comply
26 with this paragraph shall make the election null and void. (4) Any election to establish or repeal an
27 alternative workweek schedule shall be held at the work site of the affected employees. The
28 employer shall bear the costs of conducting any election held pursuant to this section. Upon a

1 complaint by an affected employee, and after an investigation by the Labor Commissioner, the
2 Labor Commissioner may require the employer to select a neutral third party to conduct the election.
3 (5) Any type of alternative workweek schedule that is authorized by the Labor Code may be repealed
4 by the affected employees. Upon a petition of one-third (1/3) of the affected employees, a new secret
5 ballot election shall be held and a two-thirds (2/3) vote of the affected employees shall be required
6 to reverse the alternative workweek schedule. The election to repeal the alternative workweek
7 schedule shall be held not more than 30 days after the petition is submitted to the employer, except
8 that the election shall be held not less than 12 months after the date that the same group of employees
9 voted in an election held to adopt or repeal an alternative workweek schedule. The election shall
10 take place during regular working hours at the employees' work site. If the alternative workweek
11 schedule is revoked, the employer shall comply within 60 days. Upon proper showing of undue
12 hardship, the Division of Labor Standards Enforcement may grant an extension of time for
13 compliance. (6) Only secret ballots may be cast by affected employees in the work unit at any
14 election held pursuant to this section. The results of any election conducted pursuant to this section
15 shall be reported by the employer to the Office of Policy, Research and Legislation within 30 days
16 after the results are final, and the report of election results shall be a public document. The report
17 shall include the final tally of the vote, the size of the unit, and the nature of the business of the
18 employer. (7) Employees affected by a change in the work hours resulting from the adoption of an
19 alternative workweek schedule may not be required to work those new work hours for at least 30
20 days after the announcement of the final results of the election. (8) Employers shall not intimidate
21 or coerce employees to vote either in support of or in opposition to a proposed alternative workweek.

22 68. No employees shall be discharged or discriminated against for expressing opinions
23 concerning the alternative workweek election or for opposing or supporting its adoption or repeal.
24 However, nothing in this section shall prohibit an employer from expressing his/her position
25 concerning that alternative workweek to the affected employees. A violation of this paragraph shall
26 be subject to Labor Code § 98 *et seq.*

27 69. On information and belief, PLAINTIFFS allege that DEFENDANTS failed to
28 comply with the above procedures, and thus, failed to properly institute an alternative workweek for

1 the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-hour/4-
2 day schedule. Based on information and belief, DEFENDANTS also failed to report the results to
3 the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported
4 election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This
5 conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage
6 Orders. These violations subject employer to civil penalties under Labor Code §§ 558 and 2699,
7 and All Applicable Wage Orders. Each violation of each Labor Code section and Wage Order
8 provision results in a separate civil penalty, for each Aggrieved Employee, for each pay period
9 during which the referenced statutes and Wage Order provisions were violated.

10 70. Moreover, to the extent there was an AWS that was properly adopted,
11 DEFENDANTS violated California's overtime laws as to Aggrieved Employees that were subject
12 to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the
13 agreed upon AWS. Under the relevant Wage Order, "If an employer... requires an [AWS] employee
14 to work fewer hours than those that are regularly scheduled by the agreement, the employer shall
15 pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's
16 regular rate of pay for all hours worked in excess of eight (8) hours... for the day the employee is
17 required to work the reduced hours." *See* Section 3 of all applicable Wage Orders.

18 71. Based on information and belief, at times during Aggrieved Employees' employment
19 by DEFENDANTS', Aggrieved Employees worked subject to an alternative work week schedule.
20 Based on information and belief, at times, Aggrieved Employees that were subject to an AWS, were
21 sent home early and/or worked less hours than those that were scheduled under the AWS. On such
22 shortened shifts, Aggrieved Employees were entitled to overtime pay at 1.5 times the regular rate of
23 pay after the first eight hours of work. Instead, DEFENDANTS paid Aggrieved Employees their
24 base rate(s) pay for all hours worked on the shortened shift(s) in violation of the alternative
25 workweek schedule, and in violation of California Labor Code section 510, the applicable Wage
26 Order, and Labor Code section 1198. As such, PLAINTIFFS and/or other Aggrieved Employees
27 that were subject to an AWS were also deprived of all owed overtime wages when required to work
28 shortened shifts.

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

10 73. For example, based on information and belief, Aggrieved Employees were forced to
11 take late meal periods in order to complete assigned job duties. Based on information and belief,
12 Aggrieved Employees were at times interrupted during purported meal periods and/or had meal
13 periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned
14 job duties.

15 74. Based on information and belief, other Aggrieved Employees were consistently
16 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
17 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
18 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and
19 expectations.

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

23 76. Based on information and belief, DEFENDANTS required Aggrieved Employees to
24 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
25 into account when scheduling meal periods for Aggrieved Employees. Based on information and
26 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

27 77. Based on information and belief, despite DEFENDANTS' failure to provide lawful
28 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end

1 times of PLAINTIFFS' and other Aggrieved Employees' meal periods and/or automatically
2 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
3 periods despite having actual and/or constructive knowledge that PLAINTIFFS and other Aggrieved
4 Employees did not receive lawful meal periods.

5 78. Moreover, based on information and belief, Aggrieved Employees who worked shifts
6 of more than ten hours did not receive a second legally compliant thirty (30) minute meal period.

7 79. For example, at times, PLAINTIFF BRISENO was forced to take her second meal
8 period late, cut her second meal period short and/or work through her second meal period completely
9 due to the need to complete assigned job duties.

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

14 81. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
15 records of the true start and end times of PLAINTIFFS' and Aggrieved Employees' meal periods.
16 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally
17 rounded the start and end times of purported meal periods resulting in PLAINTIFFS and other
18 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
19 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

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

24 83. DEFENDANTS failed to pay PLAINTIFFS and other Aggrieved Employees, an
25 additional hour of wages at their respective regular rates of compensation for each workday a lawful
26 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
27 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
28 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,

1 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
2 compensation for purposes of calculating the owed meal period premium.

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

7 85. PLAINTIFFS and other Aggrieved Employees were not adequately informed,
8 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
9 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
10 the taking or timing of duty-free rest periods.

11 86. Based on information and belief, DEFENDANTS did not have a have a compliant
12 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
13 practice.

14 87. For example, based on information and belief, Aggrieved Employees were at times
15 unable to take compliant rest periods due to their need to complete assigned job duties and/or were
16 unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods
17 restricted to DEFENDANTS' premises.

18 88. Also, DEFENDANTS failed to authorize and/or provide any version of a third rest
19 period to Aggrieved Employees during shifts lasting longer than ten (10) hours.

20 89. Based on information and belief, any purported rest periods were interrupted, cut
21 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
22 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
23 completely and/or take non-compliant rest periods.

24 90. Moreover, based on information and belief, DEFENDANTS failed to provide any
25 form of a third rest period on shifts lasting longer than ten hours.

26 91. Based on information and belief, DEFENDANTS implemented policies and/or
27 practices that failed to relieve PLAINTIFFS and other Aggrieved Employees of all duties and
28 DEFENDANTS' control during rest periods.

1 92. Based on information and belief, Aggrieved Employees were pressured to complete
2 their work duties according to a designated schedule such that rest periods were only taken once
3 tasks were completed, and/or as time permitted.

4 93. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
5 which PLAINTIFFS and other Aggrieved Employees experienced a missed/unlawful rest period in
6 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
7 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
8 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
9 shift differential pay, and/or other non-discretionary compensation into the regular rate of
10 compensation for purposes of calculating the owed rest period premium.

11 94. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
12 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
13 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
14 toilet rooms and shall be available to employees during work hours."

15 95. DEFENDANTS' locations/facilities are generally similar in layout and design, and
16 there was, and continues to be, space that allows for a resting facility that employees may use to
17 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
18 Employees with a resting facility within DEFENDANTS' facilities/locations with reasonable or no
19 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
20 breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive to
21 resting, including but not limited to leaning up against the wall, or search for facilities outside of
22 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal
23 vehicles.

24 96. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
25 during their hours of work, particularly during meal and/or rest periods.

26 97. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved
27 Employees violated and continue to violate the applicable Wage Order, section 13(B) and the
28 California Labor Code, including but not limited to section 1198.

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

9 99. DEFENDANTS issued wage statements to PLAINTIFFS and other Aggrieved
10 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
11 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFFS
12 and Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
13 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
14 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
15 other off-the-clock work policies and practices described above) which results in a violation of
16 Labor Code section 226(a).

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

21 101. Moreover, based on information and belief, DEFENDANTS issued wage statements
22 to Aggrieved Employees that further violate Labor Code section 226(a), by among other things,
23 failing to list the correct name and/or address of the legal entity that is the employer, in violation of
24 Labor Code section 226(a)(8).

25 102. Based on information and belief, wage statements issued by DEFENDANTS failed
26 to list the inclusive dates of the pay period for which the Class Member is being paid.

27 103. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
28 not include all of the statutorily required information, including but not limited to, the correct name

1 and/or address of the legal entity that is the employer.

2 104. Based on further information and belief, DEFENDANTS issued wage statements to
3 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
4 wages were paid in violation of Labor Code section 226.

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

8 106. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
9 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
10 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions
11 from Aggrieved Employees paychecks during the relevant period including but not limited to,
12 deducting costs of uniforms and/or other business costs and/or deducting wages for purported
13 overpayments from previous pay periods and/or unlawfully deducting wages for negligently
14 damaged property. Such a practice is in violation of including but not limited to, Labor Code
15 Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

16 107. **Failure to Produce Employment Records.** Based on information and belief,
17 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
18 or former employee’s time, pay, and/or personnel records when requested pursuant to Labor Code
19 sections 226, 1198.5, 432, and/or the applicable Wage Order. Based on information and belief,
20 DEFENDANTS failed and continues to fail to timely produce complete payroll and personnel
21 records when requested by Aggrieved Employees. Based on information and belief,
22 DEFENDANTS failed and continue to fail to timely produce complete time, pay, and personnel
23 records when requested by other Aggrieved Employees.

24 108. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
25 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
26 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
27 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
28 required by law, including but not limited to the following records: total daily hours worked,

1 applicable rates of pay, time records showing when PLAINTIFFS and other Aggrieved Employees
2 began and ended each work period, time records of meal periods, and accurate itemized wage
3 statements.

4 109. DEFENDANTS have failed and continue to fail to keep accurate and complete
5 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
6 period deductions, failure to relieve PLAINTIFFS and Aggrieved Employees of all duties and
7 employer control during unpaid meal periods, failure to record the true start and end times of meal
8 periods, shift start times and shift end times, and other off-the-clock work policies and practices
9 described herein.

10 110. **Unreimbursed Business Expenses.** Based on information and belief,
11 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
12 as a direct consequence of the performance of their job duties without providing reimbursement, in
13 violation of Labor Code section 2802. Based on information and belief, PLAINTIFFS and other
14 Aggrieved Employees were improperly required to provide and maintain work tools that are
15 supposed to be the responsibility of the employer.

16 111. Based on information and belief, DEFENDANTS shifted the costs of doing business
17 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
18 to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Aggrieved
19 Employees' personal cell phones/mobile devices, internet and/or data usage for work-related
20 purposes, including but not limited to, to receive and respond to work-related messages and/or phone
21 calls.

22 112. For example, based on information and belief, Aggrieved Employees were required
23 to receive and respond to work-related calls and/or messages from supervisors and/or other
24 Aggrieved Employees regarding scheduling and/or other work tasks but were not reimbursed by
25 DEFENDANTS at all and/or in full for these business expenses.

26 113. Based on information and belief, Aggrieved Employees were not reimbursed for the
27 cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform
28 their assigned job duties and/or for the costs of purchasing and/or maintaining work

1 uniforms/clothing/shoes and/or protective gear (e.g., gloves and/or face masks).

2 114. For example, DEFENDANTS required PLAINTIFF BRISENO to purchase steel-toe
3 boots and/or other uniforms/work clothing/shoes/boots without providing PLAINTIFF BRISENO
4 with any and/or full reimbursement for the business expenses PLAINTIFF BRISENO incurred in
5 connection therewith.

6 115. Based on information and belief, at times, Aggrieved Employees were not
7 reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or
8 cost of fuel when they were required to drive around and/or between job sites, and/or otherwise use
9 their personal vehicles in carrying out the duties assigned to them by DEFENDANTS. As such,
10 DEFENDANTS failed to compensate Aggrieved Employees at the legally mandated Internal
11 Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

12 116. As explained above, based on information and belief, Aggrieved Employees were
13 not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost
14 of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
15 protective/safety gear.

16 117. Based on information and belief, DEFENDANTS regularly failed to reimburse and
17 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
18 2802, PLAINTIFFS and Aggrieved Employees were entitled to be reimbursed for all reasonable
19 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
20 assigned by DEFENDANTS.

21 118. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
22 for all reasonable expenses associated with carrying out their duties required that Aggrieved
23 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
24 2802.

25 119. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
26 provides as follows:

27 120. (A) Each workday an employee is required to report for work and does report, but is
28 not put to work or is furnished less than half said employee's usual or scheduled day's work, the

1 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
2 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
3 than the minimum wage. (B) If an employee is required to report for work a second time in any one
4 workday and is furnished less than two (2) hours of work on the second reporting said employee
5 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
6 minimum wage.

7 121. Aggrieved Employees were not paid reporting time wages in accordance with
8 California law, including but not limited to the applicable IWC Wage Order. For example, based on
9 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
10 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
11 in accordance with California law.

12 122. Based on information and belief, DEFENDANTS have a policy and practice of
13 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
14 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
15 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
16 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

17 123. **Violation of California Day of Rest Law.** Under California law, every employee in
18 California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" its
19 employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor
20 Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

21 124. Based on information and belief, DEFENDANTS have and continue to have a
22 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
23 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
24 551. Based on information and belief, PLAINTIFFS and/or other Aggrieved Employees were
25 suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in
26 violation of California law, including but not limited to Labor Code Section 551.

27 125. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
28 to provide proper paid sick leave to PLAINTIFFS and other Aggrieved Employees.

1 DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave
2 accrual and the sick leave rate of pay owed to PLAINTIFFS and other Aggrieved Employees by
3 failing to base the accrued sick leave hours on the correct number of hours worked (as a result of
4 the rounding/automatic deduction policies and practices for meal periods and/or shift start and end
5 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
6 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
7 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
8 compensation into the sick leave pay rate calculation.

9 126. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
10 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
11 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
12 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
13 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
14 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
15 used sick leave and the balance of paid sick leave.

16 127. Based on information and belief, throughout the relevant time period,
17 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFFS and
18 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
19 this failure, PLAINTIFFS and all Aggrieved Employees would have used their paid sick leave at
20 least prior to their respective separations, for as on several occasions thereafter, he or she would
21 have been entitled to use the banked sick leave and earn appropriate compensation.

22 128. Upon information and belief, DEFENDANTS failed and continue to fail to comply
23 with Labor Code section 246, by failing to provide PLAINTIFFS and all Aggrieved Employees with
24 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
25 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
26 wages.

27 129. As such, DEFENDANTS have violated California's paid sick leave laws and
28 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as

1 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
2 unlawful practices and policies violate Labor Code sections 245-248.5.

3 130. **Failure To Provide Supplemental Paid Sick Leave.** Labor Code § 248.2 provides
4 that all employers with 26 or more employees are required to provide up to 80 hours for covered
5 employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care
6 for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS
7 violated Labor Code § 248.2 by not providing Aggrieved Employees with required 2021 COVID-
8 19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to
9 provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

10 131. **Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,
11 employees shall be provided with suitable seats when the nature of the work reasonably permits the
12 use of seats and when they are not actively engaged in the work duties that would not permit them
13 to be seated.

14 132. All applicable IWC Wage Orders, Section 14(A-B) provides:

15 (A) All working employees shall be provided with suitable seats when the nature of the
16 work reasonably permits the use of seats.

17 (B) When employees are not engaged in the active duties of their employment and the
18 nature of the work requires standing, an adequate number of suitable seats shall be placed in
19 reasonable proximity to the work area and employees shall be permitted to use such seats when it
20 does not interfere with the performance of their duties.

21 133. Suitable seating is one of the worker protections covered by California's Wage
22 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
23 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
24 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

25 134. Based on information and belief, DEFENDANTS failed to provide Aggrieved
26 Employees with suitable seating, and when such employees were not engaged in duties which
27 required them to stand, no seating was placed in reasonable proximity to their workstations.

28 135. Moreover, based on information and belief, the nature of the work reasonably

1 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
2 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
3 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
4 of seats would not interfere with the performance of their duties.

5 **136. Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
6 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
7 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
8 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
9 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
10 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation
11 of California law, including but not limited to, Labor Code section 227.3.

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

17 **138.** Upon separation of employment, Aggrieved Employees' final paychecks were not
18 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
19 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
20 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
21 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
22 accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate
23 including non-discretionary compensation, including but not limited to, shift differentials).

24 **139.** For example, DEFENDANTS failed to furnish PLAINTIFF BRISENO with any
25 final paycheck for at least approximately two (2) weeks following PLAINTIFF BRISENO's date of
26 termination, and PLAINTIFF BRISENO's late final paycheck was devoid of all wages owed,
27 including without limitation, all owed minimum wages, overtime wages, premium wages, vacation
28 pay, all owed sick leave and/or paid time off wages at the properly accrued rates, (including but not

1 limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary
2 compensation, including but not limited to, any shift differential pays).

3 140. Based on further information and belief, DEFENDANTS failed to timely provide all
4 owed wages immediately upon discharge of employment. Based in information and belief, at times,
5 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
6 Aggrieved Employees would not be called in for work for longer than a single pay period due to
7 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
8 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
9 the end of such periods of employment, in violation of including but not limited to Labor Code
10 section 201-202.

11 141. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
12 employee who is discharged shall be paid at the place of discharge, and every employee who quits
13 shall be paid at the office or agency of the employer in the county where the employee has been
14 performing labor. All payments shall be made in the manner provided by law.

15 142. Based on information and belief, DEFENDANTS have a policy and practice of
16 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
17 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
18 office or agency of DEFENDANTS in the county where the work was performed, in violation of
19 Labor Code Section 208.

20 143. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

21 Unlawful Agreements/ Unlawful Financial and Criminal Background Checks.

22 144. Based on information and belief, DEFENDANTS required Aggrieved Employees to
23 agree in writing to unlawful conditions of employment including but not limited to unlawful non-
24 solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements,
25 unlawful releases and/or waivers, including but not limited to unlawful meal period waivers,
26 unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful
27 criminal and/or financial checks as a condition of obtaining and/or continuing employment in
28 violation of Labor Code section 432.5.

1 145. Based on information and belief, DEFENDANTS ordered unlawful financial credit
2 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved
3 Employees to provide ongoing written consent to the unlawful credit checks as a condition of
4 employment, in violation of California and Federal law, which results in a further violation of Labor
5 Code section 432.5.

6 146. Based on information and belief, DEFENDANTS also required Aggrieved
7 Employees to submit and/or agree to submit in writing to unlawful criminal background checks as
8 a condition of obtaining and/or holding employment in violation of the Investigative Consumer
9 Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit
10 Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*). Based on information and belief,
11 DEFENDANTS failed and continue to fail to comply with the requirements of the ICRAA and
12 FCRA when conducting background screenings for applicants, including but not limited to
13 Aggrieved Employees that were subject to a background check as a condition of employment during
14 the application phase.

15 147. Based on information and belief, DEFENDANTS required Aggrieved Employees to
16 agree in writing to a background check which failed to abide by the requirements set forth in CA
17 Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by
18 failing to provide a clear and conspicuous disclosure and/or failing to provide any disclosure at all,
19 failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for
20 the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA,
21 failing to provide a way by which the individual could request a copy of the report, failing to disclose
22 the name, address, and telephone number of the third party preparing the report, and failing to
23 properly obtain authorization or consent to such a background check, and thus was an unlawful
24 background check.

25 148. By requiring Aggrieved Employees to agree in writing to unlawful criminal and/or
26 financial checks not in conformance with the applicable laws, DEFENDANTS violated Labor Code
27 section 432.5.

28 149. Based on further information and belief, DEFENDANTS also required Aggrieved

1 Employees to agree in writing to provide ongoing consent to DEFENDANTS to conduct
2 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
3 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
4 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

5 150. Based on further information and belief, DEFENDANTS knew that requiring
6 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
7 condition of obtaining and/or holding employment was unlawful.

8 151. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
9 condition of employment, DEFENDANTS violated Labor Code section 432.5.

10 Unlawful Inquires into Criminal History

11 152. Labor Code section 432.7 prohibits an employer from asking applicants about past
12 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
13 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
14 convictions on its employment application, in violation of California law.

15 153. Upon information and belief, DEFENDANTS, in violation of California law,
16 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
17 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
18 employment and/or otherwise impermissibly inquired into criminal history on its employment
19 application in violation of California law, and in violation of Labor code section 432.5.

20 Unlawful PAGA Waiver

21 154. Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring
22 Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited
23 to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

24 155. An action pursuant to PAGA “...is a representative action on behalf of the state”
25 *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements
26 purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and
27 unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384
28 (“We conclude that where, as here, an employment agreement compels the waiver of representative

1 claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

2 156. Moreover, the California Supreme Court has ruled that a court cannot compel
3 arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an
4 individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is
5 no individual component to a PAGA action because ‘every PAGA action ... is a representative
6 action on behalf of the state.’”)

7 157. Upon information and belief, DEFENDANTS required Aggrieved Employees to
8 agree in writing to waive their right to a trial of PAGA claims in violation of California law. By
9 requiring Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS
10 required written agreement to an unlawful provision as a condition of employment which is a
11 violation of labor code section 432.5.

12 158. PLAINTIFFS are informed and believe and allege thereon that DEFENDANTS
13 engaged in these same herein described unlawful practices, which led to violations of the California
14 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
15 unlawful practices to all of its employees that it applied to PLAINTIFFS.

16
17 **FIRST CAUSE OF ACTION**
18 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
19 **2698, ET SEQ.**
20 **(On behalf of PLAINTIFFS, Aggrieved Employees and the State of California against all**
21 **Defendants)**

22 159. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

23 **Failure to Keep Accurate Records**

24 160. California Labor Code § 1174 requires employers to keep “accurate and complete”
25 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
26 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
27 times during which all owed meal periods were provided each day.

28 161. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
and complete records as required by law, including but not limited to the following records: total
daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS and other

1 Aggrieved Employees began and ended each work period, time records of meal periods, and
2 accurate itemized wage statements.

3 162. DEFENDANTS' failure to keep "accurate and complete" payroll records for
4 PLAINTIFFS and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
5 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
6 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
7 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
8 period during which the referenced statutes and Wage Order provisions were violated.¹

9 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

10 163. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
11 Orders, section 7 require that employers keep the following information on file for each employee
12 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
13 and the corresponding number of hours worked by the employee at each hourly rate, when the
14 employee begins and ends each work period (including meal periods) and split intervals; total hours
15 worked by the employee; all deductions; gross wages earned; and net wages earned.

16 164. Section (b) of Labor Code section 226 further requires employers to "afford current
17 and former employees the right to inspect or receive a copy of records pertaining to their
18 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
19 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
20 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
21 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
22 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
23 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
24 the employer. Lab. Code section 226(f).

25 ¹ Labor Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Labor
26 Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the
27 employee was underpaid"); All applicable wage orders, § 20 (establishing that "[i]n addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid") (emphasis added).

1 165. Personnel Records. In addition to their right to time and pay records, employees, and
2 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
3 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
4 section 432 further specifies that employers must furnish copies of all employment records bearing
5 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
6 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
7 from the date the employer receives a written request." An employer's failure to comply within this
8 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
9 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

10 166. Based on information and belief, DEFENDANTS fail to timely produce or make
11 available Aggrieved Employees' personnel records and/or payroll records when requested pursuant
12 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
13 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

14 **Meal Period Violations**

15 167. California law requires employers to provide employees a duty-free, uninterrupted
16 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
17 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
18 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
19 *Court* (2012) 53 Cal.4th 1004.

20 168. Employers must also provide employees with a second duty-free, uninterrupted thirty
21 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
22 be provided before the end of the 10th hour of work. *Ibid*.

23 169. Employers covered by any and all applicable IWC Wage Orders have an obligation
24 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
25 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
26 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
27 ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
28 section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a

1 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
2 provided”).

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

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

16 172. Based on information and belief, DEFENDANTS had and continue to have a policy
17 of rounding the start and end times of employees’ meal periods and/or automatically deducting thirty
18 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
19 Aggrieved Employees did not receive compliant meal periods.

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

22 174. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS had
23 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
24 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
25 violation of California's meal period laws.

26 175. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
27 periods in violation of California law and/or failed to pay the proper meal period premium for failure
28 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift

1 differential pay and/or other non-discretionary compensation into the regular rate or compensation
2 for purposes of calculating the owed meal period premium.

3 176. These unlawful meal period policies and practices result in violations of Labor Code
4 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
5 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
6 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
7 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

8 **Rest Period Violations**

9 177. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
10 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
11 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
12 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
13 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
14 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
15 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
16 1029). The rest period requirement obligates employers to permit and authorize employees to take
17 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
18 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
19 257. If the employer fails to provide any required rest period, the employer must pay the employee
20 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
21 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
22 applicable IWC Wage Order, §12(B).

23 178. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
24 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
25 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
26 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
27 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
28 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what

1 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
2 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
3 “onus is on the employer to clearly communicate the authorization and permission [to take rest
4 periods] to its employees.”).

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

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

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

19 182. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
20 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
21 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
22 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
23 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
24 the regular rate of compensation for purposes of determining the owed rest period premium.

25 183. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
26 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
27 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

28 **Failure to Provide Suitable Resting Facilities**

1 184. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
2 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
3 shall be provided in an area separate from the toilet rooms and shall be available to employees during
4 work hours.”

5 185. DEFENDANTS’ locations/facilities are generally similar in layout and design, and
6 there was, and continues to be, space that allows for a resting facility that employees may use to
7 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
8 Employees with a resting facility within DEFENDANTS’ facilities/locations with reasonable or no
9 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
10 breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive to
11 resting, including but not limited to leaning up against the wall, or search for facilities outside of
12 DEFENDANTS’ premises which are not designated or reserved for their rest, such as their personal
13 vehicles.

14 186. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
15 during their hours of work, particularly during meal and/or rest periods.

16 187. DEFENDANTS’ failure to provide suitable resting facilities to Aggrieved
17 Employees violated and continue to violate the applicable Wage Order, section 13(B) and the
18 California Labor Code, including but not limited to section 1198.

19 **Minimum and Overtime Wage Violations**

20 188. California law provides that employees in California must be paid for all hours
21 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
22 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
23 The minimum wage standard applies to each hour employees worked for which they were not paid.
24 Therefore, an employer’s failure to pay for any particular hour worked by an employee is unlawful
25 even if averaging an employee’s total pay over all hours worked, paid or not, results in an average
26 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

27 189. California law also provides that employees in California must be paid overtime,
28 equal to 1.5 times the employee’s regular rate of pay for all hours worked in excess of 40 hours per

1 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
2 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
3 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
4 consecutive day of work in a work week. *Ibid.*

5 190. As explained above, DEFENDANTS violated California's minimum and overtime
6 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
7 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
8 start and end times and meal period start and end times), payment according to scheduled hours
9 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
10 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
11 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

12 191. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFFS
13 and Aggrieved Employees for all hours worked.

14 192. Based on information and belief, DEFENDANTS had actual or constructive
15 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
16 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
17 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
18 underpayment of minimum and overtime wages owed to PLAINTIFFS and other Aggrieved
19 Employees.

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

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

27 195. Based on information and belief, DEFENDANTS also violated California's overtime
28 laws as to those Aggrieved Employees that were subject to an AWS but were required to work a

1 short shift. Under Section(B)(2) of all applicable IWC Wage Orders, "[i]f an employer, whose
2 employees have adopted an alternative workweek agreement permitted by this order requires an
3 employee to work fewer hours than those that are regularly scheduled by the agreement, the
4 employer shall pay the employee overtime compensation at a rate of one and one-half times the
5 employee's regular rate of pay for all hours worked in excess of eight (8) hours, and double the
6 employee's regular rate of pay for all hours worked in excess of 12 hours for the day the employee
7 is required to work the reduced hours."

8 196. Based on information and belief, Aggrieved Employees that were subject to an AWS
9 worked a short shift on various diverse dates during the relevant period. On those shifts, Aggrieved
10 Employees were entitled to overtime wages at 1.5 times their regular rate of pay for all hours worked
11 over eight hours in the shortened shift. Instead, DEFENDANTS paid Aggrieved Employees at their
12 base rate for all hours worked on the shortened shift, in violation of California's overtime laws.

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

20 198. This conduct results in violations of Labor Code sections 218.5, 510, 511, 558, 558.1,
21 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
22 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
23 Wage Orders, section 20.

24 **Statutory Wage Violations**

25 199. California Labor Code section 223 makes it unlawful for an employer to secretly pay
26 wages lower than required by statute while purporting to pay legal wages. As described above,
27 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
28 earned minimum and overtime compensation for all hours worked which resulted in the payment of

1 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
2 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
3 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
4 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
5 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
6 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
7 Labor Code § 2699(f)-(g).

8 **Refusal to Make Payment**

9 200. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
10 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
11 and continue to violate this section by failing to pay PLAINTIFFS and Aggrieved Employees for
12 all hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
13 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
14 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
15 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
16 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

17 **Standard Conditions of Labor Violations**

18 201. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
19 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
20 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
21 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
22 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
23 minimum/overtime wages and other violations described herein result in separate violations of
24 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
25 1197.1 and 2699.

26
27 ² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 **Business Expense Violations**

2 202. California law requires employers to indemnify their employees for all necessary
3 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
4 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
5 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
6 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
7 incurred by the employee enforcing the rights granted by this section.”

8 203. Among other things, under California law, when employees must use their personal
9 cellphones for work-related purposes, the employer must reimburse them for a reasonable
10 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
11 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
12 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
13 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
14 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
15 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

16 204. Further, “any contract or agreement, express or implied, made by any employee to
17 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
18 any employee or his personal representative of any right or remedy to which he is entitled to under
19 the laws of this State.” *See* Cal. Lab. Code section 2804.

20 205. As described above, PLAINTIFFS and the Aggrieved Employees were improperly
21 required to pay for business expenses that are legally the responsibility of the employer.

22 206. DEFENDANTS’ failure to provide PLAINTIFFS and the Aggrieved Employees
23 with full reimbursement for all reasonable expenses associated with carrying out their duties
24 required that PLAINTIFFS and the Aggrieved Employees subsidize and/or carry the burden of
25 business expenses in violation of Labor Code section 2802.

26 207. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFFS and other Aggrieved
27 Employees have suffered injury in that they were not completely reimbursed as mandated by
28 California law.

1 208. DEFENDANTS' failure to provide PLAINTIFFS and the Aggrieved Employees
2 with full reimbursement for all reasonable expenses associated with carrying out their duties
3 required that PLAINTIFFS and the Aggrieved Employees subsidize and/or carry the burden of
4 business expenses in violation of Labor Code section 2802.

5 209. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and the Aggrieved
6 Employees have suffered injury in that they were not completely reimbursed as mandated by
7 California law.

8 210. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
9 PLAINTIFFS and other Aggrieved Employees for such expenses in violation of California Labor
10 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
11 Code § 2802 and the applicable Wage Order.

12 **Wage Statement Violations**

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

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

1 the employee, in violation of Labor Code section 226(a)(9).

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

12 214. As explained above, wage statements issued by DEFENDANTS failed to list the
13 "total hours worked" by PLAINTIFFS and Aggrieved Employees (by virtue of rounded time entries,
14 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
15 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
16 described above), which results in a violation of Labor Code section 226(a).

17 215. Separately, and independent of the above allegations, based on information and
18 belief, DEFENDANTS issued wage statements to Aggrieved Employees that failed to list the total
19 hours worked, in violation of including but not limited to, Labor Code section (a)(2).

20 216. Failure to list all hours worked on a wage statement, gives rise to an inference of
21 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
22 1308, 1337).

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

27 218. Separately, and independent from the above allegations, based on information and
28 belief, DEFENDANTS issued wage statements to Aggrieved Employees that violate Labor Code

1 section 226(a)(8), by failing to list the correct name and/or address of the legal entity that is the
2 employer.

3 219. Based on information and belief, wage statements issued by DEFENDANTS failed
4 to list the inclusive dates of the pay period for which the Class Member is being paid.

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

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

11 222. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
12 address of the legal entity that is the employer, PLAINTIFFS and Aggrieved Employees have
13 suffered injury as they could not contact their employer regarding any question(s) they had about
14 wages paid.

15 223. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFFS and
16 Aggrieved Employees with accurate, itemized wage statements.

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

26 225. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
27 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
28

1 during which the statute provisions were violated.³

2 **Unlawful Deductions**

3 226. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
4 an employee any part of wages theretofore paid by said employer to said employee.” Based on
5 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
6 paychecks during the relevant period. Such a practice is in violation of including but not limited to,
7 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
8 Section 2699.

9 227. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
10 each pay period during which the statute provisions were violated. See Lab. Code §225.5
11 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
12 provided in this article, every person who unlawfully withholds wages due any employee in
13 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
14 to pay each employee”).

15 **Reporting Time Pay Violations**

16 228. Section 5 of all applicable IWC Wage Orders, provides as follows:

17 229. (A) Each workday an employee is required to report for work and does report, but is
18 not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the
19 employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two
20 (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less
21 than the minimum wage. (B) If an employee is required to report for work a second time in any one
22 workday and is furnished less than two (2) hours of work on the second reporting said employee
23 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
24 minimum wage.

25 230. Aggrieved Employees were not paid reporting time wages in accordance with
26 California law, including but not limited to the applicable IWC Wage Order. For example, based on
27 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but

28 ³ Labor Code § 226.3 (establishing that the civil penalty is “per employee per violation”).

1 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
2 in accordance with California law.

3 231. Based on information and belief, DEFENDANTS have a policy and practice of
4 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
5 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
6 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
7 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

8 **Violation of California Day of Rest Law**

9 232. Under California law, every employee in California is "entitled" to "one day's rest
10 [from labor] in seven"; and, no employer may "cause" its employees "to work more than six days in
11 seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of
12 the foregoing sections is a misdemeanor.

13 233. Based on information and belief, DEFENDANTS have and continue to have a
14 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
15 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
16 551. Based on information and belief, PLAINTIFFS and/or other Aggrieved Employees were
17 suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in
18 violation of California law, including but not limited to Labor Code Section 551.

19 **Seating Violations**

20 234. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
21 provided with suitable seats when the nature of the work reasonably permits the use of seats and
22 when they are not actively engaged in the work duties that would not permit them to be seated.

23 235. All applicable IWC Wage Orders, Section 14(A-B) provides:

24 (A) All working employees shall be provided with suitable seats when the nature of the
25 work reasonably permits the use of seats.

26 (B) When employees are not engaged in the active duties of their employment and the
27 nature of the work requires standing, an adequate number of suitable seats shall be placed in
28

1 reasonable proximity to the work area and employees shall be permitted to use such seats when it
2 does not interfere with the performance of their duties.

3 236. Suitable seating is one of the worker protections covered by California's Wage
4 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
5 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker
6 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

7 237. Based on information and belief, DEFENDANTS failed to provide Aggrieved
8 Employees with suitable seating, and when such employees were not engaged in duties which
9 required them to stand, no seating was placed in reasonable proximity to their workstations.

10 238. Moreover, based on information and belief, the nature of the work reasonably
11 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
12 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
13 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
14 of seats would not interfere with the performance of their duties.

15 239. The Aggrieved Employees worked in various positions. The nature of Aggrieved
16 Employees' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide
17 suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section
18 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting
19 DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each violation of each
20 Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, results in a
21 separate civil penalty.

22 **Sick Leave Violations**

23 240. DEFENDANTS violated California's paid sick leave laws including, Labor Code
24 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
25 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
26 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
27 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
28 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary

1 compensation into the sick leave pay rate calculation.

2 241. DEFENDANTS further failed to give PLAINTIFFS and other Aggrieved Employees
3 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
4 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
5 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
6 Aggrieved Employees’ intelligent exercise of their paid sick leave.

7 242. But for this failure, PLAINTIFFS and other Aggrieved Employees would have used
8 their paid sick leave at least prior to their respective separations, for as on several occasions
9 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
10 compensation.

11 243. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
12 documenting the hours worked and paid sick days accrued and used by PLAINTIFFS and all
13 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
14 were entitled to the maximum number of hours accruable.

15 244. Upon information and belief, DEFENDANTS failed and continue to fail to comply
16 with Labor Code section 246, by failing to provide PLAINTIFFS and all Aggrieved Employees with
17 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
18 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
19 wages.

20 245. These practices violated California’s sick leave laws, Labor Code section 245, *et seq.*

21 246. On information and belief, PLAINTIFFS allege that all of these practices were
22 experienced and continue to be experienced by other Aggrieved Employees.

23 247. Accordingly, PLAINTIFFS seek all appropriate relief under the PAGA, the
24 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
25 seeks injunctive relief, attorney’s fees, declaratory relief, and penalties as permitted by law.

26 **Failure To Provide Supplemental Paid Sick Leave**

27 248. Labor Code § 248.2 provides that all employers with 26 or more employees are
28 required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental

1 Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related.
2 DEFENDANTS violated Labor Code § 248.2 by not providing Aggrieved Employees with required
3 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS
4 failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

5 **Failure to Pay Vested Vacation/Paid Time Off**

6 249. California Labor Code section 227.3 provides that when an employer policy provides
7 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
8 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
9 employee's final rate in accordance with such contract of employment or employer policy respecting
10 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
11 off upon termination.

12 250. Based on information and belief, DEFENDANTS had and continue to have a
13 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
14 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
15 to Aggrieved Employees upon separation of employment, in violation of California law, including
16 but not limited to, Labor Code section 227.3.

17 **Untimely Payment of Final Wages**

18 251. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
19 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
20 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
21 employee not having a written contract for a definite period quits his or her employment, his or her
22 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
23 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
24 to his or her wages at the time of quitting."

25 252. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
26 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
27 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
28 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code

1 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
2 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

3 253. Based on information and belief, DEFENDANTS failed and continue to fail to timely
4 pay final wages to PLAINTIFFS and Aggrieved Employees upon separation of employment in
5 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFFS
6 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
7 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
8 sick leave and/or paid time off wages at the properly accrued rates.

9 254. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
10 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
11 256.

12 **Violation of Labor Code Section 208**

13 255. Labor Code Section 208 provides: Every employee who is discharged shall be paid
14 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
15 employer in the county where the employee has been performing labor. All payments shall be made
16 in the manner provided by law.

17 256. Based on information and belief, DEFENDANTS have a policy and practice of
18 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
19 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
20 office or agency of DEFENDANTS in the county where the work was performed, in violation of
21 Labor Code Section 208.

22 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

23 257. *Unlawful Agreements.* Labor Code section 432.5 provides that “no employer...shall
24 require any employee or applicant for employment to agree, in writing, to any term or condition
25 which is known by such employer...to be prohibited by law.” DEFENDANTS required and
26 continue to require PLAINTIFFS and Aggrieved Employees to agree in writing to unlawful
27 conditions of employment including but not limited to unlawful non-solicitation/non-compete
28 agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or

1 waivers, including but not limited to unlawful meal period waivers, unlawful forum selection clauses
2 and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a
3 condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

4 258. The California Labor Code places certain procedural and substantive limits on an
5 employers' ability to conduct employee background checks and on how employers can use the
6 information they obtain through those background checks. Labor Code section 1024.5 states that
7 employers, except for financial institutions, may order a credit check only if the individual works
8 (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions,
9 and certain government positions). Additionally, the Investigative Consumer Reporting Agencies
10 Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15
11 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee
12 background check, including but not limited to identifying an appropriate reason for the background
13 check, a separate consent form with required disclosures and certain formatting requirements,
14 additional forms such as a summary of rights, a way by which to request a copy of the report, as
15 well as proper notice of adverse actions taken, among other statutory requirements.

16 259. Based on information and belief, DEFENDANTS ordered unlawful financial credit
17 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
18 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
19 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

20 260. Based on information and belief, DEFENDANTS required Aggrieved Employees to
21 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
22 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

23 261. Based on further information and belief, DEFENDANTS required Aggrieved
24 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
25 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
26 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
27 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

28 262. Based on further information and belief, DEFENDANTS knew that requiring

1 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
2 condition of obtaining and/or holding employment was unlawful.

3 263. By requiring that Aggrieved Employees sign off on the illegal background and/or
4 financial checks, DEFENDANTS violated Labor Code section 432.5.

5 Unlawful Inquires into Criminal History

6 264. Labor Code section 432.7 prohibits an employer from asking applicants about past
7 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
8 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
9 convictions on its employment application, in violation of California law.

10 265. Upon information and belief, DEFENDANTS, in violation of California law,
11 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
12 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
13 employment and/or otherwise impermissibly inquired into criminal history on its employment
14 application in violation of California law.

15 266. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
16 Code section 432.7. By asking about convictions at the application phase or prior to extending an
17 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
18 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
19 disclose arrests and/or convictions as a condition of employment.

20 Unlawful PAGA Waiver

21 267. Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring
22 Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited
23 to, an unlawful waiver of PAGA and/or representative actions as a condition of employment.

24 268. An action pursuant to PAGA “...is a representative action on behalf of the state”
25 *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements
26 purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and
27 unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384
28 (“We conclude that where, as here, an employment agreement compels the waiver of representative

1 claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

2 269. Moreover, the California Supreme Court has ruled that a court cannot compel
3 arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an
4 individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is
5 no individual component to a PAGA action because ‘every PAGA action ... is a representative
6 action on behalf of the state.’”)

7 270. Upon information and belief, DEFENDANTS required Aggrieved Employees to
8 agree in writing to waive their right to a trial of PAGA claims in violation of California law. By
9 requiring Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS
10 required written agreement to an unlawful provision as a condition of employment which is a
11 violation of labor code section 432.5.

12 271. Under the provisions of PAGA and the above mentioned Labor Code sections,
13 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
14 226.7, 245-248.6, 256, 432, 432.5, 432.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,
15 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as
16 all interpretations of these laws by California Courts and administrative bodies, as well as any other
17 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- 18 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
19 relevant California Labor Code provisions listed herein only if permitted by the
20 PAGA statute, pursuant to Labor Code section 2699(a); and
21 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
22 violations without a civil penalty recoverable under the PAGA, all in the default
23 amounts provided by Labor Code section 2699(f).
24 c. The proper measure of penalties under PAGA is the number of violations,
25 whether those violations were committed as against PLAINTIFFS or any
26 Aggrieved Employee, whether a party to this action or not.

27 272. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
28 PLAINTIFFS are entitled to recover civil penalties, costs, and attorney’s fees.

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PRAYER FOR RELIEF

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

1. For civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to Aggrieved Employees);
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

dated: January 16, 2026

CROSNER LEGAL, PC

By: 

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Sepideh Ardestani, Esq.
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GUADALUPE BRISENO

Dated: January 16, 2026

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