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on behalf of himself and all others similarly situated, and aggrieved

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

ROBERT JOHNSON, an individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

OWENS CORNING ROOFING AND
ASPHALT, LLC., a Delaware limited
liability company; LORENZO SIORDIA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24STCV02712
RELATED CASE NO.: 24STCV14596

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PAY INTEREST ON
DEPOSITS;
10. VIOLATION OF LABOR CODE § 227.3
11. UNFAIR COMPETITION.
12. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS' GENERAL ACT
OF 2004 FOR VIOLATIONS OF LABOR
CODE SECTIONS 210, 226.3, 558. 1174.5,
1197.1 AND 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 OWENS CORNING ROOFING AND ASPHALT, LLC, and any of its respective subsidiaries or
7 affiliated companies within the State of California (“Owens”); and LORENZO SIORDIA (“Siordia”
8 and collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of
9 Plaintiff and all other current and former non-exempt California employees employed by or formerly
10 employed by Defendants (“Class Members”).

11 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
12 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against OWENS
13 CORNING ROOFING AND ASPHALT, LLC., a Delaware limited liability company, and any of
14 its respective subsidiaries or affiliated companies within the State of California (“Owens”); and
15 LORENZO SIORDIA (“Siordia”) collectively, (and with DOES 1 through 100, as further defined
16 below, “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of
17 California (“LWDA”), on behalf of all other current and former non-exempt employees of
18 Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to
19 the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204,
20 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5,
21 1198.5, 1527, 3366, 3457, and 8397.4, on behalf of all employees of Defendants working within the
22 Civil Penalty Period (collectively, “Aggrieved Employees”).

23 **PARTIES**

24 **A. Plaintiff**

25 3. Plaintiff ROBERT JOHNSON is a resident of the State of California. At all relevant
26 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
28 taking daily inventory, handling materials, driving forklifts. Plaintiff is informed and believes, and

1 based thereon alleges, that Plaintiff ROBERT JOHNSON worked for Defendants from
2 approximately May 2022 through approximately June 2023.

3 **B. Defendants**

4 4. Plaintiff is informed and believes and based thereon alleges that defendant Owens is,
5 and at all times relevant hereto was, a limited liability company organized and existing under and
6 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
7 State of California.

8 5. Plaintiff is informed and believes and based thereon alleges that defendant
9 LORENZO SIORDIA is, and at all times relevant hereto was, an individual residing in California,
10 as well as a supervisor at OWENS CORNING ROOFING AND ASPHALT, LLC and DOES 1
11 through 100, as further defined below. Plaintiff is further informed and believes and based thereon
12 alleges that SIORDIA violated, or caused to be violated, the above-referenced and below-referenced
13 Labor Code provisions in violation of Labor Code section 558.1.

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

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1 laws as set forth in this Complaint, and who has hidden and currently hide behind the
2 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
3 other wrongful or inequitable purpose;

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

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

13 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
14 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
15 mentioned herein were, so mixed and intermingled that the same cannot reasonably
16 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
17 are, and at all relevant times mentioned herein were, used by the Individual
18 Defendants as mere shells and conduits for the conduct of certain of their, and each
19 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
20 herein were, the alter egos of the Individual Defendants;

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

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

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

6 **JURISDICTION**

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

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

17 15. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
18 Defendants during the applicable statutory period and suffered one or more of the Labor Code
19 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
20 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
21 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
22 reasonable attorneys’ fees and costs, for all other aggrieved current and former employees of
23 Defendants during the Civil Penalty Period. Plaintiff does not seek to assert his own claim for civil
24 penalties under PAGA as part of this Action.

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

1 17. During the period beginning one (1) year preceding the provision of notice to the
2 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
3 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
4 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7,
5 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527,
6 2699, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations,
7 Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200,
8 Government Code section 12952, as well as applicable Wage Orders.

9 18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
10 on behalf of all other aggrieved current and former employees within the statutory period, to bring
11 a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section
12 2699.3 without asserting a claim to bring Plaintiff’s own claim for civil penalties under PAGA.
13 (*See, e.g., Balderas v. Fresh Start Harvesting, Inc.*) Specifically, Plaintiff does not seek to recover
14 Plaintiff’s 25% share of civil penalties for the particular Labor Code violations Plaintiff experienced.
15 Rather, this is a purely representative PAGA action wherein Plaintiff seeks to recover all civil
16 penalties for the Labor Code violations experienced by third-party aggrieved employees (Aggrieved
17 Employees) and the State of California’s 75% of the civil penalties for the Labor Code violations
18 Plaintiff experienced.

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

23 20. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
24 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other’s wage
25 and hour violations under Labor Code section 2810.3 on February 1, 2024 by certified mail with
26 return receipt requested.

27 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)

1 calendar days of the February 1, 2024, postmarked date of the herein-described notice sent by
2 Plaintiff to the LWDA and Defendants.

3 **FACTUAL BACKGROUND**

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

13 23. For at least four (4) years prior to the filing of this Action and continuing to the
14 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
15 or some of them, in violation of California state wage and hour laws as a result of, among other
16 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
17 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

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

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

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

6 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
7 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
8 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
9 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate; and the name and address of the legal entity that is the employer;
11 and other such information as required by Labor Code section 226, subdivision (a). As a result
12 thereof, Defendants have further failed to furnish employees with an accurate calculation of gross
13 and gross wages earned, as well as gross and net wages paid.

14 28. For at least one (1) year prior to the filing of this action and continuing to the present,
15 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
16 amount of their wages for labor performed in a timely fashion as required under Labor Code section
17 204.

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

24 30. For at least three (3) years prior to the filing of the action and continuing to the
25 present, Defendants have, at times, failed to return interest on deposits made by Plaintiff and Class
26 Members, or some of them, for uniforms.

27 31. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated

1 employees or former employees within the State of California with compensation at their final rate
2 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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

8 33. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
9 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
10 227.3, 245, *et seq.*, 404, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of
11 Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium
12 wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage
13 statement penalties, failure to indemnify work-related expenses, failure to pay interest on deposits
14 made, failing to pay vested vacation time at the proper rate of pay, other such provisions of
15 California law, and reasonable attorneys' fees and costs.

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

22 35. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to pay overtime wages to Aggrieved Employees in the State of California in violation of
24 California state wage and hour laws as a result of, without limitation, Aggrieved Employees working
25 over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
26 workweek without paying them proper overtime wages, as a result of, without limitation, failing to
27 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
28 employees to work off the clock, including, without limitation, by requiring employees: to remain

1 on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-
2 shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff
3 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
4 phone calls or drive off the clock; failing to include all forms of remuneration, including non-
5 discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the
6 regular rate of pay for the pay periods where overtime was worked and the additional compensation
7 was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee
8 time entries, editing and/or manipulation of time entries to show less hours than actually worked,
9 for paying straight pay instead of overtime pay, to the detriment of Aggrieved Employees.

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

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

1 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
2 employees worked as required by California wage and hour laws.

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

11 39. At all times relevant hereto, Defendants had and have a policy or practice of failing
12 to permit Aggrieved Employees from taking cooldown rest periods as required under California
13 Code of Regulations, Title 8, Section 3395, and have failed to pay premium pay in lieu thereof under
14 Labor Code section 226.7.

15 40. At all times relevant hereto, Defendants had and have a policy or practice of failing
16 to pay premium payments under Labor Code section 226.7 to Aggrieved Employees for non-
17 compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the
18 proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage
19 orders.

20 41. At all times mentioned herein, Defendants had and have a policy or practice of
21 unlawfully deducting wages due, or to become due, or as an advance on wages to be earned; an
22 order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, (unless
23 it was negotiable and payable in cash, on demand, without discount, at some established place of
24 business in the state), the name and address of which must but did not appear on the instrument, and
25 at the time of its issuance and for a reasonable time thereafter, which must be but was not at least
26 30 days, the maker or drawer did not have sufficient funds in, or credit arrangement, or
27 understanding with the drawee for its payment of any scrip, coupon, or other thing redeemable, in
28 merchandise, or purporting to be payable or redeemable otherwise than in money. Plaintiff is further

1 informed and believes, and based thereon alleges that such wages were not compensated at the
2 “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection
3 (a).

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

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

18 44. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to timely pay Aggrieved Employees, among other wages, all wages owed as a result of
20 Defendants’ practice or policy of failing to pay, among other wages, overtime wages at the regular
21 rate of pay, minimum wages, premium wages at the regular rate of pay, paid time off, paid sick
22 leave, and vacation time owed as required by Labor Code sections 201, 202, and 203.

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

27 46. At all relevant times mentioned herein, Defendants have had a policy or practice of
28 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without

1 limitation, Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
2 mileage and gas), purchasing uniforms, including, without limitation, for steel-toe boots, non-slip
3 shoes, and other safety and/or personal protective equipment (“PPE”), providing uniform and other
4 deposits, separately laundering mandatory uniforms, for the purchase of tools, and for the purchase
5 and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge
6 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
7 2802.

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

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

20 49. At all relevant times mentioned herein, Defendants had or have a policy or practice
21 of failing to reimburse deposits made, including uniform deposits, together with all interest owed at
22 the separation of employment in violation of Labor Code section 404.

23 50. At all relevant times mentioned herein, Defendants have had a policy or practice of
24 failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which
25 requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
26 shall be paid for between the 16th and 26th day of the month during which the labor was performed,
27 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be
28 paid for between the 1st and 10th day of the following month.”

1 51. At all times mentioned herein, Defendants have had, and continue to have, a policy
2 of failing to provide all working employees with suitable seats when the nature of the work
3 reasonably permits the use of seats. Defendants have also failed to place an adequate number of
4 seats in reasonable proximity to the work area and/or permitted employees to use such seats when
5 it does not interfere with the performance of their duties and employees are not engaged in the active
6 duties of their employment, and the nature of their work requires standing.

7 52. At all times mentioned herein, Defendants have had, and continue to have, a policy
8 of failing to provide all temporary workers with owed wages weekly by not later than the regular
9 payday of the following week.

10 53. At all times mentioned herein, Defendants have had, and continue to have, a policy
11 of failing to provide adequate and readily accessible sanitation facilities; a regular schedule for
12 servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and
13 serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or
14 blowers; and a sufficient number of toilets to be used by each sex of employee.

15 54. At all times mentioned herein, Defendants have had, and continue to have, a policy
16 of failing to conducting unlawful background checks on prospective and current employees prior to
17 making a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that
18 Defendants violated applicable laws by, without limitation: requiring job applicants and employees
19 to disclose their conviction history before Defendants made a conditional offer of employment;
20 inquiring into or considering the conviction history of applicants before Defendants made any
21 conditional offers of employment; considering, distributing, or disseminating information about
22 arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion
23 program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant
24 to law, or any conviction for which the convicted person has received a full pardon or has been
25 issued a certificate of rehabilitation, while conducting conviction history background checks in
26 connection with any applications for employment; intending to deny an applicant a position of
27 employment solely or in part because of the applicant's conviction history; and asking applicants
28 for employment to disclose, through any written form or verbally, information concerning or related

1 to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that
2 occurred while the person was subject to the process and jurisdiction of the juvenile court, to the
3 detriment of Aggrieved Employees

4 55. At all times mentioned herein, Defendants have had, and continue to have, a practice
5 or policy of relying on the salary history information of an applicant for employment as a factor in
6 determining whether to offer employment to an applicant or what salary to offer the applicant in
7 violation of Labor Code section 432.3 by including, on Defendants' application for employment, an
8 inquiry regarding current and/or former salary history information, including, without limitation,
9 compensation and benefits of the applicant for employment.

10 56. At all times mentioned herein, Defendants have had, and continue to have, a practice
11 or policy of requiring Aggrieved Employees to agree in writing to confidentiality policies that
12 unlawfully restrain trade by prohibiting Aggrieved Employees from speaking with prospective
13 employers about their work with Defendants, including but not limited to their wages and working
14 conditions. Defendants also required Aggrieved Employees to inform prospective employers of
15 Defendants' restrictions of Aggrieved Employees' freedom to work.

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

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

1 Plaintiff is informed and believes that Defendants' herein-described policies and/or practices
2 prevent Aggrieved Employees from disclosing information about unsafe or discriminatory working
3 conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5.

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

10 60. Plaintiff, in Plaintiff's representative capacity *only*, seeks civil penalties under Labor
11 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts on behalf of
12 only and all other Aggrieved Employees, which violate the California Labor Code as described
13 above.

14 **CLASS ACTION ALLEGATIONS**

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

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

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

26 **A. Numerosity**

27 64. The potential Class Members as defined are so numerous that joinder of all the
28 members of the Class is impracticable. While the precise number of Class Members has not been

determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

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

B. Commonality

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

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than the applicable minimum wage?
- C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?
- D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?
- I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

- 1 J. Did Defendants fail to pay Class Members in a timely fashion as required under
2 Labor Code section 204?
- 3 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
4 losses incurred in direct consequence of the discharge of their duties or by obedience
5 to the directions of Defendants as required under Labor Code section 2802?
- 6 L. Did Defendants fail to return deposits made by Class Members with accrued interest
7 thereon as required under Labor Code section 404?
- 8 M. Did Defendants violate Labor Code section 227.3 by not providing Class Members
9 with compensation at their final rate of pay for vested paid vacation time.
- 10 N. Did Defendants violate the Unfair Competition Law, Business and Professions Code
11 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 12 O. Are Class Members entitled to restitution of wages under Business and Professions
13 Code section 17203?
- 14 P. Are Class Members entitled to costs and attorneys' fees?
- 15 Q. Are Class Members entitled to interest?

16 **C. Typicality**

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

22 **D. Adequacy of Representation**

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

26 **E. Superiority of Class Action**

27 69. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and

1 questions of law and fact common to Class Members predominate over any questions affecting only
2 individual Class Members. Class Members, as further described therein, have been damaged and
3 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
4 violation of the Labor Code at times, as set out herein.

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

9 **FIRST CAUSE OF ACTION**

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

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

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

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

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

25 75. Four (4) years prior to the filing of the Complaint in this Action through the present,
26 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
27 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
28 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a

1 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
2 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

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

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

12 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

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

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

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

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

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

89. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times,

1 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
2 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

10 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

27 96. For four (4) years prior to the filing of the Complaint in this Action through the
28 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,

1 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
2 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
3 Member's regular rate of compensation on the occasions that Class Members were not authorized
4 or permitted to take compliant rest periods.

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

24 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

9 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

11 **EIGHTH CAUSE OF ACTION**

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

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

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

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

20 126. For three (3) years prior to the filing of the Complaint in this Action through the
21 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
22 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
23 obedience to the directions of Defendants that included, without limitation: purchasing and/or
24 providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms;
25 mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using
26 cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

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

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

7 129. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
8 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
9 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
10 costs of suit.

11 **NINTH CAUSE OF ACTION**

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

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

15 131. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by Labor Code sections 400 through 410.

17 132. Pursuant to Labor Code section 404, Defendants were required to immediately return
18 amounts deposited for uniforms with accrued interest when Plaintiff and Class Members returned
19 the required uniforms to Defendants.

20 133. Plaintiff is informed and believes, and based thereon alleges that for three (3) years
21 prior to the filing of this Action through the present, due to policies and practices adopted by
22 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return
23 accrued interest on deposits made by Plaintiff and Class Members upon their returning their
24 uniforms to Defendants.

25 134. As a result of Defendants' conduct, Plaintiff and Class Members have suffered
26 damages in an amount subject to proof, to the extent they were not compensated for accrued interest
27 on amounts deposited for mandatory uniforms upon returning their uniforms to Defendants.

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

4 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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1 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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TWELFTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys’ General Act (2004) – Against All Defendants

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

Civil Penalties Under Labor Code § 210

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

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

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

151. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

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Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

1 157. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
2 particular Labor Code violation(s) that Plaintiff experienced.

3 Violation of Labor Code § 558

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

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

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

14 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

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

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

27 161. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
28 particular Labor Code violation(s) that Plaintiff experienced.

1 Violation of Labor Code § 1174.5

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

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

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

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

26 166. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
27 willfully failed to keep adequate or accurate time records including wage statements and similar
28 payroll documents under Labor Code section 226, documents signed to obtain or hold employment

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

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

7 168. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
8 particular Labor Code violation(s) that Plaintiff experienced.

9 Violation of Labor Code § 1197.1

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

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

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

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

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

12 171. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1197.1, Aggrieved Employees are entitled to recover civil penalties
14 for Defendants’ herein-described Labor Code violations in the amount one hundred dollars (\$100)
15 for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty
16 dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

17 172. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
18 particular Labor Code violation(s) that Plaintiff experienced.

19 Civil Penalties Under Labor Code § 2699

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

26 174. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
27 Code except those for which a civil penalty is specifically provided, the established civil penalty for
28 a violation of those provisions is as follows: if, at the time of the alleged violation, the person

1 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
2 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
3 employee per pay period for each subsequent violation.

4 175. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
5 each of them, violated the Labor Code sections described herein, including, without limitation, for
6 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
7 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
8 name of the employer, including “doing business as” names used, the name, address, and telephone
9 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
10 other pertinent information required to be disclosed by Defendants under Labor Code section
11 2810.5, failing to provide Aggrieved Employees with the amount of paid sick leave required to be
12 provided pursuant to California and local laws.

13 176. Moreover, Aggrieved Employees within the State of California are entitled to an
14 award of reasonable attorneys’ fees and costs in connection with their herein-described claims for
15 civil penalties.

16 177. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
17 particular Labor Code violation(s) that Plaintiff experienced.

18 **DEMAND FOR JURY TRIAL**

19 178. Plaintiff demands a trial by jury on all causes of action contained herein.

20 **PRAYER**

21 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
22 against Defendants as follows:

- 23 A. An order certifying this case as a Class Action;
24 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
25 counsel as class counsel;
26 C. Damages for all wages earned and owed, including minimum and overtime wages
27 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
28 1194, 1197 and 1199 and 227.3;

- 1 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 2 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 3 among other Labor Code sections, 512, 558.1 and 226.7;
- 4 F. Penalties for inaccurate wage statements under Labor Code sections 226,
- 5 subdivision (e) and 558.1;
- 6 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 7 H. Penalties to timely pay wages under Labor Code section 210;
- 8 I. Damages under Labor Code sections 2802 and 558.1;
- 9 J. Damages under Labor Code section 404;
- 10 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 11 1174.5, 1197.1, and 2699 for all Aggrieved Employees aside from Plaintiff;
- 12 L. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 13 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 14 M. Preliminary and permanent injunctions prohibiting Defendants from further
- 15 violating the California Labor Code and requiring the establishment of appropriate
- 16 and effective means to prevent future violations;
- 17 N. Restitution of wages and benefits due which were acquired by means of any unfair
- 18 business practice, according to proof;
- 19 O. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 20 P. For attorneys' fees in prosecuting this action;
- 21 Q. For costs of suit incurred herein; and
- 22 R. For such other and further relief as the Court deems just and proper.

23 Dated: September 5, 2025

BIBIYAN LAW GROUP, P.C.

25 BY: /s/ Brandon M. Chang

26 BRANDON M. CHANG

27 Attorneys for Plaintiff ROBERT JOHNSON on behalf
28 of himself and all others similarly situated and aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On September 22, 2025, I caused a true and correct copy of the foregoing document described **FIRST AMENDED COMPLAINT** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

Michael D. Thomas (SBN 226129)
Lauren B. Shelby (SBN 312879)
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Attorneys for Defendants
OWENS CORNING ROOFING AND ASPHALT, LLC
AND LORENZO SIORDIA

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

Executed on September 22, 2025, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria