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

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF STANISLAUS**

15 MICHAEL ANDREW CASTRO, an
16 individual and on behalf of all others
17 similarly situated and aggrieved

18 Plaintiff,

19 v.

20 TITAN NEWMAN, INC., a
21 California corporation; STEVEN
22 MUSCARELLA, an individual; and
23 DOES 1 through 100, inclusive,

24 Defendants.

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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Narely Garcia, Deputy

CASE NO.: CV-24-002332
Related Case No.: CV-24-004265 (PAGA)

**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;
AND
11. UNFAIR COMPETITION.
12. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS' GENERAL

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ACT OF 2004 FOR VIOLATIONS OF
LABOR CODE SECTIONS 210, 226.3,
558, 1174.5, 1197.1 and 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds
\$25,000.00]

COMES NOW plaintiff MICHAEL ANDREW CASTRO (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against TITAN NEWMAN, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“TITAN NEWMAN”); and STEVEN MUSCARELLA (“MUSCARELLA” and collectively, with TITAN NEWMAN and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Titan Newman, Inc., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“Titan Newman”), and Steven Muscarella (“Muscarella”) (collectively, and with DOES 1 through 100, as further defined below, “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198.5, 1527, 3366, 3457, and 8397.4, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff Michael Andrew Castro is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,

1 machine programming and set up. Plaintiff is informed and believes, and based thereon alleges, that
2 Plaintiff Michael Andrew Castro worked for Defendants from approximately March 2022 through
3 approximately April of 2023.

4 **B. Defendants**

5 4. Plaintiff is informed and believes and based thereon alleges that defendant TITAN
6 NEWMAN is, and at all times relevant hereto was, a corporation organized and existing under and
7 by virtue of the laws of the State of California and doing business in the County of Stanislaus, State
8 of California.

9 5. Plaintiff is informed and believes and based thereon alleges that defendant
10 MUSCARELLA is, and at all times relevant hereto was, an individual residing in California, as well
11 as an owner of TITAN NEWMAN, and DOES 1 through 100, as further defined below.

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

25 **JOINT LIABILITY ALLEGATIONS**

26 7. Plaintiff is informed and believes and based thereon alleges that all the times
27 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
28 representative, joint venture or co-conspirator of each of the other defendants, either actually or

1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

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

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

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

17 **JURISDICTION**

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

20 12. Venue is proper in Stanislaus County, California pursuant to Code of Civil Procedure
21 sections 392, et seq. because, among other things, Stanislaus County is where the causes of action
22 complained of herein arose; the county in which the employment relationship began; the county in
23 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
24 due to be performed; and the county in which the employment contract, or part of it, between
25 Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged herein have
26 a direct effect on Plaintiff and Aggrieved Employees in Stanislaus County, and because Defendants
27 employ numerous Aggrieved Employees in Stanislaus County.

28 13. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by

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

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

12 15. During the period beginning one (1) year preceding the provision of notice to the
13 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
14 Defendants violated, inter alia, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
15 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7,
16 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527,
17 2699, 2802, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations, Title
18 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200, Government
19 Code section 12952, as well as applicable Wage Orders.

20 16. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
21 on behalf of all other aggrieved current and former employees within the statutory period, to bring
22 a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section
23 2699.3 without asserting a claim to bring Plaintiff’s own claim for civil penalties under PAGA. (See,
24 e.g., *Balderas v. Fresh Start Harvesting, Inc.*) Specifically, Plaintiff does not seek to recover
25 Plaintiff’s 25% share of civil penalties for the particular Labor Code violations Plaintiff experienced.
26 Rather, this is a purely representative PAGA action wherein Plaintiff seeks to recover all civil
27 penalties for the Labor Code violations experienced by third-party aggrieved employees (Aggrieved
28 Employees) and the State of California’s 75% of the civil penalties for the Labor Code violations

1 Plaintiff experienced.

2 17. On or around March 26, 2024, Plaintiff commenced this Action by filing a Class
3 Action Complaint against Defendants alleging causes of action for: (1) failure to pay overtime
4 wages, (2) failure to pay minimum wages, (3) failure to provide compliant meal and rest periods,
5 (4) failure to pay meal and rest break premiums, (5) failure to pay all due wages upon termination,
6 (6) failure to provide accurate and timely wage statements, (7) failure to indemnify employees, and
7 (8) engaging in unfair competition (“Class Action”).

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

12 19. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
14 calendar days of the March 26, 2024 postmarked date of the herein-described notice sent by Plaintiff
15 to the LWDA and Defendants.

16 20. On or around May 30, 2024, after sixty-five (65) days had passed without any action
17 by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed
18 a separate representative action under PAGA against Defendants for the Labor Code violations set
19 out in the PAGA Notice (“PAGA Action”).

20 21. The Parties have agreed to stipulate to Plaintiff’s filing a First Amended Complaint
21 alleging against Defendants the same causes of action identified above, plus a cause of action for
22 PAGA penalties, and adding CGRW as a named defendant. Hence, this First Amended Complaint,
23 which will be the operative complaint in the Action (the “Operative Complaint”).

24 **FACTUAL BACKGROUND**

25 22. For at least four (4) years prior to the filing of this action and continuing to the
26 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
27 some of them, in violation of California state wage and hour laws as a result of, without limitation,
28 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and

1 seven consecutive work days in a work week without being properly compensated for hours worked
2 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
3 worked on the seventh consecutive work day in a work week by, among other things, failing to
4 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay
5 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
6 by requiring Plaintiff and Class Members: to come early to work and leave late work without being
7 able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking
8 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
9 for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
10 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off
11 the clock, to drive off the clock, and/or go through security screenings and/or temperature checks
12 off the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
13 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
14 the regular rate of pay for the pay periods where overtime was worked and the additional
15 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
16 rounding of employee time entries, editing and/or manipulation of time entries; and by attempting
17 but failing to properly implement an alternative workweek schedule ("AWS") (including, without
18 limitation, by failing to implement a written agreement designating the regularly scheduled
19 alternative workweek in which the specified number of work days and work hours are regularly
20 recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by
21 at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
22 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
23 with the State of California, as required by Labor Code section 511 and applicable Wage Orders)]
24 to the detriment of Plaintiff and Class Members.

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

1 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
2 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early
3 to work and leave late work without being able to clock in for all that time, to suffer under
4 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
5 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
6 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend
7 company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental
8 rounding of employee time entries; editing and/or manipulation of time entries to show less hours
9 than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay] to
10 the detriment of Plaintiff and Class Members.

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

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

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

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

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

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

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

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

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

24 32. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
26 situated employees or former employees within the State of California with the rights provided to
27 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
28 245, et seq.

1 33. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to pay overtime wages to Aggrieved Employees in the State of California in violation of
3 California state wage and hour laws as a result of, without limitation, Aggrieved Employees working
4 over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
5 workweek without paying them proper overtime wages, as a result of, without limitation, failing to
6 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
7 employees to work off the clock, including, without limitation, by requiring employees: to remain
8 on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post
9 shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff
10 uniforms off the clock, to attend company meetings off the clock, to make phone calls off the clock;
11 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,
12 meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods
13 where overtime was worked and the additional compensation was earned for the purpose of
14 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
15 manipulation of time entries to show less hours than actually worked, for paying straight pay instead
16 of overtime pay, and by attempting but failing to properly implement an alternative workweek
17 schedule ("AWS") (including, without limitation, by failing to implement a written agreement
18 designating the regularly scheduled alternative workweek in which the specified number of work
19 days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election,
20 before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the
21 work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
22 failing to register an AWS election with the State of California, as required by Labor Code section
23 511 and applicable Wage Orders), to the detriment of Aggrieved Employees.

24 34. At all relevant times mentioned herein, Defendants had and have a practice or policy
25 of failing to compensate Aggrieved Employees with minimum wages for all hours worked or
26 otherwise under Defendants' control as a result of, without limitation, failing to accurately track
27 and/or pay for all minutes actually worked; by requiring Aggrieved Employees: to remain on-call;
28 to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift

1 tasks after clocking out, to clock out for meal periods and continue working, to don and doff
2 uniforms off the clock, to attend company meetings off the clock, to make phone calls off the clock;
3 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
4 less hours than actually worked; failing to pay reporting time pay; paid time off and vacation time
5 owed; and failing to pay split shift premiums to the detriment of Aggrieved Employees.

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

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

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

28 38. At all times relevant hereto, Defendants had and have a policy or practice of failing

1 to pay premium payments under Labor Code section 226.7 to Aggrieved Employees for non
2 compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the
3 proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage
4 orders.

5 39. At all times mentioned herein, Defendants had and have a policy or practice of
6 unlawfully deducting wages due, or to become due, or as an advance on wages to be earned; an
7 order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, (unless
8 it was negotiable and payable in cash, on demand, without discount, at some established place of
9 business in the state), the name and address of which must but did not appear on the instrument, and
10 at the time of its issuance and for a reasonable time thereafter, which must be but was not at least
11 30 days, the maker or drawer did not have sufficient funds in, or credit arrangement, or
12 understanding with the drawee for its payment of any scrip, coupon, or other thing redeemable, in
13 merchandise, or purporting to be payable or redeemable otherwise than in money. Plaintiff is further
14 informed and believes, and based thereon alleges that such wages were not compensated at the
15 "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection
16 (a).

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

25 41. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
27 Aggrieved Employees with documents signed to obtain or hold employment under Labor Code
28 section 432, personnel records under Labor Code section 1198.5, and time records under Labor

1 Code section 1174, making it difficult for Aggrieved Employees to calculate their unpaid wages
2 and/or premium payments, to the detriment of Aggrieved Employees.

3 42. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to timely pay Aggrieved Employees, among other wages, all wages owed as a result of
5 Defendants' practice or policy of failing to pay, among other wages, overtime wages at the regular
6 rate of pay, minimum wages, premium wages at the regular rate of pay, paid time off, paid sick
7 leave, and vacation time owed as required by Labor Code sections 201, 202, and 203.

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

12 44. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
14 limitation, Aggrieved Employees, with their costs incurred for driving personal vehicles (i.e.,
15 mileage and gas), purchasing uniforms, including, without limitation, for steel-toe boots, non-slip
16 shoes, and other safety and/or personal protective equipment ("PPE"), providing uniform and other
17 deposits, separately laundering mandatory uniforms, for the purchase of tools, and for the purchase
18 and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge
19 of their duties, or of their obedience to the directions of Defendants, as required by Labor Code
20 2802.

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

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

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

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

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

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

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

28 52. At all times mentioned herein, Defendants have had, and continue to have, a policy

1 of failing to conducting unlawful background checks on prospective and current employees prior to
2 making a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that
3 Defendants violated applicable laws by, without limitation: requiring job applicants and employees
4 to disclose their conviction history before Defendants made a conditional offer of employment;
5 inquiring into or considering the conviction history of applicants before Defendants made any
6 conditional offers of employment; considering, distributing, or disseminating information about
7 arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion
8 program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant
9 to law, or any conviction for which the convicted person has received a full pardon or has been
10 issued a certificate of rehabilitation, while conducting conviction history background checks in
11 connection with any applications for employment; intending to deny an applicant a position of
12 employment solely or in part because of the applicant's conviction history; and asking applicants
13 for employment to disclose, through any written form or verbally, information concerning or related
14 to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that
15 occurred while the person was subject to the process and jurisdiction of the juvenile court, to the
16 detriment of Aggrieved Employees.

17 53. At all times mentioned herein, Defendants have had, and continue to have, a practice
18 or policy of relying on the salary history information of an applicant for employment as a factor in
19 determining whether to offer employment to an applicant or what salary to offer the applicant in
20 violation of Labor Code section 432.3 by including, on Defendants' application for employment, an
21 inquiry regarding current and/or former salary history information, including, without limitation,
22 compensation and benefits of the applicant for employment.

23 54. At all times mentioned herein, Defendants have had, and continue to have, a practice
24 or policy of requiring Aggrieved Employees to agree in writing to confidentiality policies that
25 unlawfully restrain trade by prohibiting Aggrieved Employees from speaking with prospective
26 employers about their work with Defendants, including but not limited to their wages and working
27 conditions. Defendants also required Aggrieved Employees to inform prospective employers of
28 Defendants' restrictions of Aggrieved Employees' freedom to work.

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

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

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

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

CLASS ACTION ALLEGATIONS

59. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action

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

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

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

11 **A. Numerosity**

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

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

20 **B. Commonality**

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

- 23 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
24 worked at a proper overtime rate of pay?
- 25 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
26 for all other time worked at the employee's regular rate of pay and a rate of pay that
27 is greater than the applicable minimum wage?
- 28 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting

- 1 Class Members to take compliant meal periods?
- 2 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
- 3 with additional wages for missed or interrupted meal periods?
- 4 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
- 5 Class Members to take compliant rest periods?
- 6 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
- 7 with additional wages for missed rest periods?
- 8 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
- 9 Members upon termination or resignation all wages earned?
- 10 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
- 11 section 203?
- 12 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
- 13 Class Members with accurate wage statements?
- 14 J. Did Defendants fail to pay Class Members in a timely fashion as required under
- 15 Labor Code section 204?
- 16 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
- 17 losses incurred in direct consequence of the discharge of their duties or by obedience
- 18 to the directions of Defendants as required under Labor Code section 2802?
- 19 L. Did Defendants fail to return deposits made by Class Members with accrued interest
- 20 thereon as required under Labor Code section 404?
- 21 M. Did Defendants violate Labor Code section 227.3 by not providing Class Members
- 22 with compensation at their final rate of pay for vested paid vacation time?
- 23 N. Did Defendants violate the Unfair Competition Law, Business and Professions Code
- 24 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 25 O. Are Class Members entitled to restitution of wages under Business and Professions
- 26 Code section 17203?
- 27 P. Are Class Members entitled to costs and attorneys' fees?
- 28 Q. Are Class Members entitled to interest?

1 **C. Typicality**

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

7 **D. Adequacy of Representation**

8 66. Plaintiff will fairly and adequately represent and protect the interest of Class
9 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
10 hour class actions.

11 **E. Superiority of Class Action**

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

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

22 **FIRST CAUSE OF ACTION**

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

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

26 70. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
28 Wage Orders.

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

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

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

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

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

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

17 **SECOND CAUSE OF ACTION**

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

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

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

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

26 79. For four (4) years prior to the filing of the Complaint in this Action through the
27 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
28 their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees

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

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

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

17 **THIRD CAUSE OF ACTION**

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

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

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

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

85. 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.

86. 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.

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

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

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

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

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

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

92. California law and applicable Wage Orders require that employers “authorize and

1 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
2 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
3 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
4 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
5 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
6 thirty (30) minutes of paid rest period.

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

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

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

21 96. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
23 owed for rest periods that they were not authorized or permitted to take.

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

28 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

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

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

110. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide

1 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
2 provided wage statements that Defendants knew were not accurate.

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

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

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

18 **SEVENTH CAUSE OF ACTION**

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

20 114. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
21 incorporate each by reference as though fully set forth hereat.

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

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

1 117. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
2 independent and apart from, any other penalty provided in this article, every person who fails to pay
3 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
4 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
5 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
6 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
7 percent of the amount unlawfully withheld.”

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

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

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

20 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

NINTH CAUSE OF ACTION

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

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

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

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

131. Plaintiff is informed and believes, and based thereon alleges that for three (3) years prior to the filing of this Action through the present, due to policies and practices adopted by

1 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return
2 accrued interest on deposits made by Plaintiff and Class Members upon their returning their
3 uniforms to Defendants.

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

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

10 **TENTH CAUSE OF ACTION**

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

12 134. Plaintiff re-alleges and incorporates by reference all of the allegations contained in
13 the preceding paragraphs of this Complaint as though fully set forth herein.

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

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

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

26 138. As a proximate result of Defendants' failure to pay vested vacation at the final rate
27 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
28 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at

1 their final rate of pay, as set out in Defendants' policy or the contract of employment between
2 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

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

6 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

23 143. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
24 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
25 Code and requiring the establishment of appropriate and effective means to prevent further
26 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
27 including interest thereon, in which they had a property interest and which Defendants nevertheless
28 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed

1 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
2 by their failure to comply with the Labor Code.

3 144. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
4 Procedure section 1032 and interest under Civil Code section 3287.

5 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

1 Code section 204.

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

4 Civil Penalties Under Labor Code § 226.3

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

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

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

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

27 154. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
28 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision

1 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
2 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
3 period for each subsequent violation.

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

6 Violation of Labor Code § 558

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

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

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

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

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

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

1 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

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

4 Violation of Labor Code § 1174.5

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

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

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

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

1 164. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 willfully failed to keep adequate or accurate time records including wage statements and similar
3 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
4 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
5 under Labor Code section 1174.

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

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

12 Violation of Labor Code § 1197.1

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

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

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

1 Code except those for which a civil penalty is specifically provided, the established civil penalty for
2 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
3 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
5 employee per pay period for each subsequent violation.

6 173. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
7 each of them, violated the Labor Code sections described herein, including, without limitation, for
8 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
9 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
10 name of the employer, including “doing business as” names used, the name, address, and telephone
11 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
12 other pertinent information required to be disclosed by Defendants under Labor Code section
13 2810.5, failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick
14 leave required to be provided pursuant to California and local laws.

15 174. Moreover, Plaintiff and other Aggrieved Employees within the State of California
16 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
17 connection with their herein-described claims for civil penalties.

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

20 **DEMAND FOR JURY TRIAL**

21 176. Plaintiff demands a trial by jury on all causes of action contained herein.

22 **PRAYER**

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

- 25 A. An order certifying this case as a Class Action;
- 26 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
27 counsel as class counsel;
- 28 C. Damages for all wages earned and owed, including minimum and overtime wages

1 and unpaid wages for vested vacation time under Labor Code sections 510, 558.1
2 1194, 1197, 1199 and 277.3;

3 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

4 E. Damages for unpaid premium wages from missed meal and rest periods under,
5 among other Labor Code sections, 512, 558 and 226.7;

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

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

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

10 I. Damages under Labor Code sections 2802 and 558.1;

11 J. Damages under Labor Code section 404;

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

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

17 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
18 1174.5, 1197.1, and 2699 for all Aggrieved Employees aside from Plaintiff;

19 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
20 210, 226.3, 558, 1174.5, 1197.1, and 2699;

21 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

22 O. For attorneys' fees in prosecuting this action;

23 P. For costs of suit incurred herein; and

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

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Dated: December 4, 2025

BIBIYAN LAW GROUP, P.C.

BY:

/s/ Megan R. Lazar
MEGAN R. LAZAR
Attorneys for Plaintiff, MICHAEL ANDREW
CASTRO as an individual and on behalf of all
others similarly situated

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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 business address is 1460 Westwood Boulevard, Los Angeles, CA 90024.

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

Jennifer Echeverria