

Blake R. Jones (SBN 211221)

blake@blakejones.law

BLAKE JONES LAW, PC

355 South Grand Avenue

Suite 2450 - #2052

Los Angeles, CA 90071

Tel: (323) 576-3221

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

LOPEZ, CIRILO, an individual, on behalf of
himself and all others similarly situated;
HERNANDEZ, MARIA an individual, on
behalf of herself and all others similarly
situated;

Plaintiffs,

v.

PRIMACY CAREERS LLC, a California
limited liability company; GOLDEN HILL
STAFFING, INC., a California corporation;
SIMWON AMERICA CORP., a California
corporation; and DOES 1 - 10;

Defendants.

CASE NO.: STK-CV-UOE-2024-0005010

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY MINIMUM
WAGES;**
- (2) FAILURE TO PAY OVERTIME;**
- (3) FAILURE TO PROVIDE MEAL
PERIODS;**
- (4) FAILURE TO PROVIDE REST
PERIODS;**
- (5) FAILURE TO REIMBURSE
BUSINESS EXPENSES**
- (6) FAILURE TO TIMELY PAY WAGES
UPON SEPARATION OF
EMPLOYMENT;**
- (7) FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS;**
- (8) UNLAWFUL COMPETITION; AND,**
- (9) VIOLATIONS OF THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT**

Plaintiffs CIRILO LOPEZ and MARIA HERNANDEZ on behalf of themselves and all others similarly situated, allege as follows:

INTRODUCTION

1. Plaintiffs bring this action as a Class Action pursuant to California Code of Civil Procedure section 382 on behalf of themselves and other current and former California non-exempt employees, who were employed by either Defendants PRIMACY CAREERS, LLC or GOLDEN HILL STAFFING, INC., and assigned to work at Defendant SIMWON AMERICA CORP. at any time during the four-year period prior to filing this Complaint to the present (“Class Period”).

2. This action arises from Defendants' unlawful employment practices, including failing to pay minimum wages and overtime for all hours worked, failing to provide compliant rest and meal periods, failing to provide accurate wage statements, and failing to reimburse business expenses. Plaintiffs seek compensatory damages, statutory penalties, interest and attorneys' fees and costs.

3. Defendants have engaged in a systematic pattern of wage and hour abuse towards Plaintiffs and other current and former non-exempt employees by denying them specific rights afforded to them under California law, including the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Order.

4. At all relevant times, Defendants maintained a uniform and consistent policies and practices of:

- a. failing to pay Plaintiffs and similarly situated employees minimum wages for all hours worked;
- b. failing to pay Plaintiffs and similarly situated employees overtime wages for all overtime hours worked;
- c. failing to provide Plaintiffs and similarly situated employees compliant meal and rest periods;
- d. failing to reimburse Plaintiffs and similarly situated employees for business expenses, including use of their personal cellular telephones;

- 1 e. failing to timely pay Plaintiff and all similarly situated former employees all
2 wages upon separation of employment; and,
3 f. failing to provide Plaintiffs and similarly situated employees accurate
4 itemized wage statements.

5 **JURISDICTION AND VENUE**

6 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
7 Civil Procedure 395(a). Defendants conduct business in this County, maintain offices, transact
8 business, and/or has an agent in this County. Defendants employed Plaintiff and similarly situated
9 employees, and committed the unlawful activities subject to this Complaint, in this County.

10 6. This Court has jurisdiction over this matter because the value of the claims of
11 individual members of the classes stated herein are less than the seventy-five (\$75,000)
12 jurisdictional threshold for federal courts. No federal question is at issues, as the claims pled are
13 solely based on California law.

14 **THE PARTIES**

15 7. Defendant PRIMACY CAREERS LLC is California limited liability company that
16 provides temporary staffing services to companies in California.

17 8. Defendant GOLDEN HILL STAFFING INC. is a California corporation that
18 provides temporary staffing services to companies in California. Plaintiff is informed and believes
19 that GOLDEN HILL STAFFING, INC., is the predecessor of PRIMACY CAREERS LLC, and
20 owned directly or indirectly by the same individuals.

21 9. SIMWON AMERICA CORP. is a California corporation that manufactures parts
22 and components for automobile manufactures, including Tesla.

23 10. Plaintiff MARIA HERNANDEZ was initially hired by Defendant GOLDEN HILL
24 STAFFING INC. in approximately 2018. Plaintiff CIRILO LOPEZ was initially hired by
25 Defendant GOLDEN HILL STAFFING INC. in approximately 2021. At some point prior to
26 March 2022, Plaintiffs employment was transferred to PRIMACY CAREERS LLC. Plaintiffs
27 were assigned to work for SIMWON AMERICA CORP. Plaintiffs were terminated at the
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1 direction of SIMWON AMERICA CORP. in approximately December 2023.

2 11. Defendant SIMWON AMERICA CORP. jointly employed Plaintiffs and the Class
3 members during the Class Period. In particular, SIMWON AMERICA CORP. exercised control
4 over their wages, hours and working conditions. Among other things, SIMWON AMERICA
5 CORP. was responsible in whole or in part for recording their hours work, reporting their work
6 hours, implementing their meal and rest periods, supervising their work, and terminating their
7 employment. SIMWON AMERICA CORP. further suffered and permitted Plaintiff and the Class
8 members to work for it during the Class Period.

9 12. In addition, under Labor Code section 2810.3, Defendant SIMWON AMERICA
10 CORP. is a “client employer” that shares with Defendants GOLDEN HILL STAFFING INC. and
11 PRIMACY CAREERS LLC all civil legal responsibility and civil liability for the payment of
12 wages to Plaintiff and the Class members. On March 24, 2024, Plaintiffs provided notice to
13 Defendant SIMWON AMERICA CORP. of their intention to pursue the underlying claims against
14 pursuant to Labor Code section 2810.3(d).

15 13. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,
16 are currently unknown to Plaintiffs, who therefore sue them by such fictitious names under Code of
17 Civil Procedure section 474. Plaintiffs are informed and believe that each of the Defendants
18 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiffs
19 will seek leave of court to amend this Complaint to reflect the true names and capacities of
20 Defendants designated as DOES when those identities become known.

21 14. Plaintiffs are informed and believe that each Defendant acted in all respects
22 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
23 plan or policy, and the acts of each Defendant are legally attributable to the other Defendants.

24 **CLASS ACTION ALLEGATIONS**

25 15. Plaintiffs bring this action on behalf of themselves and all others similarly situated
26 as a Class Action pursuant to Code of Civil Procedure section 382. The Class that Plaintiff seeks
27 to represent is defined as:

1 **Class:**

2 All non-exempt employees who were employed by Defendants
3 GOLDEN HILL STAFFING, INC., or PRIMACY CAREERS LLC
4 in the State of California and assigned to work at SIMWON
5 AMERICA CORP. at any time in the four-year period preceding the
6 filing of this Complaint.

7 16. Plaintiffs reserve the right under California Rules of Court, Rule 3.765(b) to amend
8 or modify the class definition with greater specificity or to further divide the Class into subclasses.

9 17. Defendants have engaged in the same unlawful acts and omissions described herein
10 with respect to each member of the Class during the three-year period prior to filing this
11 Complaint (“Class Period”).

12 18. This action may be maintained as a class action pursuant to Code of Civil
13 Procedure section 382 because there is a well-defined community of interest among many persons,
14 and it is impractical to bring individual suits before this Court.

15 19. **Ascertainable Class:** The potential members of the Class are ascertainable because
16 they can be identified and located using Defendants’ payroll and personnel records.

17 20. **Numerosity:** The potential members of the Class are so numerous that joining all
18 members would be impractical and unfeasible. The disposition of member of their claims will
19 benefit both the parties and the Court. The number of Class members is unknown to Plaintiffs,
20 who are informed and believe that the Class exceeds fifty individuals.

21 21. **Typicality:** The claims of Plaintiffs are typical of the claims of Class members,
22 because Plaintiffs and Class members were subjected to the same violations of the Labor Code and
23 applicable IWC Wage Order committed by Defendants, they sustained similar injuries and
24 damages arising out of Defendants’ common policies and practices.

25 22. **Adequacy:** Plaintiffs are adequate representatives of the Class, will fairly protect
26 the interest of Class members, have no interests antagonistic to the members of the Class, and will
27 vigorously pursue the suit. Plaintiffs’ attorney is competent, skilled and experienced in litigating
28 employment law class actions.

 23. **Superiority:** A class action is superior to other available means for the fair and

1 efficient adjudication of this controversy. Individual joinder of all Class members is not
2 practicable or feasible, and questions of law and fact common to the Class predominate over
3 questions affecting only individual Class members. All Class members have been damaged by the
4 unlawful policies and practices discussed herein. A class action will allow the Class members to
5 determine the legality of these uniform policies and practices in a single lawsuit, which is the most
6 efficient and economical process for the Court and the Parties.

7 24. The predominating common questions or law in fact include:

- 8 a. whether Defendants paid Class members minimum wages for all hours
9 worked;
- 10 b. whether Defendants paid Class members overtime for all overtime hours
11 worked;
- 12 c. whether Defendants provided Class members with compliant meal periods;
- 13 d. whether Defendants provided Class members with compliant rest periods;
- 14 e. whether Defendants properly reimbursed Class members for business
15 expenses;
- 16 f. whether Defendants timely paid all wages to Plaintiffs and Class members
17 who are former employees upon separation of employment; and,
- 18 g. whether Defendants provided Class members with accurate itemized wage
19 statements.

20 25. All of the acts and omissions committed by Defendants as alleged herein were
21 intentional and willful because Defendants were advised by counsel as to these unlawful practices
22 and there is no good faith dispute concerning the validity of these practices.

23 **CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION** 25 **(Failure to Pay Minimum Wages)** **[Plaintiffs and Class Against Defendants]**

26 26. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

27 27. California Labor Code section 1194 provides that “[n]otwithstanding any
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1 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or
2 the legal overtime compensation applicable to the employee is entitled to recover in a civil action
3 the unpaid balance of the full amount of this minimum wage or overtime compensation, including
4 interest thereon, reasonable attorney's fees, and costs of suit."

5 28. California Labor Code section 1197.1 provides in relevant part that "[i]n any action
6 under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less
7 than the minimum wage fixed by an order of the commission or by statute, an employee shall be
8 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
9 interest thereon."

10 29. During the Class Period, Defendants failed to pay Plaintiffs and the Class members
11 minimum wages for all hours worked. Among other things, Defendants failed to pay Plaintiffs and
12 the Class members for work performed "off the clock" during interrupted meal periods, donning
13 and doffing uniforms and protective equipment, performing pre-shift paperwork, waiting in line to
14 clock in, and for time spent walking to and from the designated break area.

15 30. In addition, Defendants engaged in unlawful rounding of work hours and
16 systematic miscalculations of Plaintiffs and the Class members wages.

17 31. Defendants also subjected Plaintiffs and the Class members to forty-five minute,
18 auto-deducted meal periods even when they did not receive a full forty-five minute meal period.

19 32. As a result, Plaintiff and the Class were injured and not paid minimum wages for
20 all hours worked. Plaintiff and the Class seek damages, liquidated damages, and interest.

21 **SECOND CAUSE OF ACTION**
22 **(Failure to Pay Overtime)**
23 **[Plaintiffs and Class Against Defendants]**

24 33. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

25 34. California Labor Code section 510(a) provides in relevant part that "[e]ight hours
26 of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work
27 in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
28 work in any one workweek shall be compensated at the rate of no less than one and one-half times

1 the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
2 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
3 any work in excess of eight hours on any seventh day of a workweek shall be compensated at the
4 rate of no less than twice the regular rate of pay of an employee.”

5 35. California Labor Code section 1198 provides that “[t]he maximum hours of work
6 and the standard conditions of labor fixed by the commission shall be the maximum hours of work
7 and the standard conditions of labor for employees. The employment of any employee for longer
8 hours than those fixed by the order or under conditions of labor prohibited by the order is
9 unlawful.”

10 36. The applicable IWC Wage Order, Section 3(A) requires employers to pay non-
11 exempt employees (1) one and one half times the employee’s regular rate of pay for all hours
12 worked in excess of eight hours up to and including twelve hours in any workday, and for the first
13 eight hours worked on the seventh consecutive day of work in a workweek, and (2) double the
14 employee’s regular rate of pay for all hours worked in excess of twelve hours in any workday and
15 for all hours worked in excess of eight hours on the seventh consecutive day of work in a
16 workweek.

17 37. During the Class Period, Defendants failed to pay Plaintiffs and the Class members
18 overtime for all the overtime hours that they worked. Among other things, Defendants failed to
19 pay Plaintiffs and the Class members for work performed “off the clock” during interrupted meal
20 periods, donning and doffing uniforms and protective equipment, performing pre-shift paperwork,
21 waiting in line to clock in, and for time spent walking to and from the designated break area.

22 38. In addition, Defendants engaged in unlawful rounding of work hours and
23 systematic miscalculations of Plaintiffs and the Class members wages.

24 39. Defendants also subjected Plaintiffs and the Class members to forty-five minute,
25 auto-deducted meal periods even when they did not receive a full forty-five minute meal period.

26 40. As a result, Plaintiff and the Class members were injured and not paid all of the
27 overtime wages they are due. Plaintiff and the Class member seek damages and interest.

THIRD CAUSE OF ACTION
(Failure to Provide Meal Periods)
[Plaintiffs and Class Against Defendants]

41. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

42. Labor Code section 512(a) provides “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

43. The applicable IWC Wage Order, section 11(A) similarly provides that “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a thirty-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the- job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

44. The applicable IWC Wage Order, section 11(B) provides that “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

45. Labor Code section 226.7(a) provides that “[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial

1 Welfare Commission.”

2 46. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
3 employee a meal period or rest period in accordance with an applicable order of the Industrial
4 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
5 employee s regular rate of compensation for each work day that the meal or rest period is not
6 provided.”

7 47. During the Class Period, Defendants failed to provide Plaintiffs and the Class
8 members with an opportunity to take compliant meal periods. Plaintiffs and the Class members
9 were often subjected to late, shortened, interrupted or no meal periods. In addition, Plaintiffs and
10 the Class Members were often required to wait in line to clock back in for meal periods, and to
11 walk to a distant designated area for taking breaks while of the clock. Defendants often failed to
12 pay meal period premiums for these non-compliant meal periods.

13 48. Plaintiff and the Class members have therefore been injured and seek meal period
14 premiums and interest pursuant to Labor Code section 226.7(a).

15 **FOURTH CAUSE OF ACTION**
16 **(Failure to Provide Rest Periods)**
[Plaintiffs and Class Against Defendants]

17 49. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

18 50. The applicable IWC Wage Order section 12(A) provides that “[e]very employer
19 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
20 in the middle of each work period. The authorized rest period time shall be based on the total
21 hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction
22 thereof. However, a rest period need not be authorized for employees whose total daily work time
23 is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours
24 worked for which there shall be no deduction from wages.”

25 51. The applicable IWC Wage Order section 12(B) provides that “[i]f an employer fails
26 to provide an employee a rest period in accordance with the applicable provisions of this order, the
27 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
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1 compensation for each workday that the rest period is not provided.”

2 52. Labor Code section 226.7(a) provides that “[n]o employer shall require any
3 employee to work during any meal or rest period mandated by an applicable order of the Industrial
4 Welfare Commission.”

5 53. Labor Code section 226.7(b) provides that “[i]f an employer fails to provide an
6 employee a meal period or rest period in accordance with an applicable order of the Industrial
7 Welfare Commission, the employer shall pay the employee one additional hour of pay at the
8 employee s regular rate of compensation for each work day that the meal or rest period is not
9 provided.”

10 54. During the Class Period, Defendants failed to provide Plaintiffs and the Class
11 members with an opportunity to take compliant rest periods. Plaintiff and the Class members were
12 frequently interrupted during their rest periods or were required to walk several minutes to and
13 from the designated break area, thereby denying them full net ten minute breaks. Defendants often
14 failed to pay Plaintiffs and the Class members rest period premiums for these non-compliant rest
15 periods.

16 55. As a result, Plaintiffs and the Class members have been injured and are entitled to
17 recover rest period premiums and interest pursuant to Labor Code section 226.7.

18 **FIFTH CAUSE OF ACTION**
19 **(Failure to Reimburse Business Expenses)**
20 **[Plaintiffs and Class Against Defendants]**

21 56. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

22 57. Labor Code section 2802(a) provides that “[a]n employer shall indemnify his or her
23 employee for all necessary expenditures or losses incurred by the employee in direct consequence
24 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
25 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.”

26 58. Defendants failed to reimburse Plaintiffs and the Class members for business
27 expenses during their employment, including for use of their cellular telephones for work. Among
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1 other things, Plaintiffs and the Class members were required to download and utilize an application
2 called “Kakaotalk” to communicate with Defendants.

3 59. As a result, Plaintiff and the Class members have been injured and seek to recover
4 damages.

5 **SIXTH CAUSE OF ACTION**
6 **(Failure to Timely Pay Wages Upon Separation of Employment)**
7 **[Plaintiffs and Class Against Defendants]**

8 60. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

9 61. If an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately. (Labor Code § 201.) If an employee not having a written
11 contract for a definite period quits his or her employment, his or her wages shall become due and
12 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice
13 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
14 of quitting. (Labor Code § 202.) If an employer willfully fails to pay, without abatement or
15 reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any
16 wages of an employee who is discharged or who quits, the wages of the employee shall continue as
17 a penalty from the due date thereof at the same rate until paid or until an action therefor is
18 commenced; but the wages shall not continue for more than 30 days. (Labor Code § 203.)

19 62. During the Class Period, Defendants failed to timely pay Plaintiffs and all Class
20 members who are former employees all wages that were due and owing upon separation of
21 employment, including the wages discussed herein.

22 63. As a result, Plaintiffs and all Class members who are former employees have been
23 injured and are entitled to recover waiting time penalties under Labor Code section 203.

24 **SEVENTH CAUSE OF ACTION**
25 **(Failure to Provide Accurate Itemized Wage Statements)**
26 **[Plaintiffs and Class Against Defendants]**

27 64. Plaintiffs incorporate each of the preceding paragraphs of this Complaint.

28 65. California Labor Code section 226(a) provides in relevant part that:

Every employer shall, semimonthly or at the time of each payment of
wages, furnish each of his or her employees, either as a detachable part

1 of the check, draft, or voucher paying the employee s wages, or
2 separately when wages are paid by personal check or cash, an accurate
3 itemized statement in writing showing (1) gross wages earned, (2) total
4 hours worked by the employee, except for any employee whose
5 compensation is solely based on a salary and who is exempt from
6 payment of overtime under subdivision (a) of Section 515 or any
7 applicable order of the Industrial Welfare Commission, (3) the number
8 of piece-rate units earned and any applicable piece rate if the employee is
9 paid on a piece-rate basis, (4) all deductions, provided that all deductions
10 made on written orders of the employee may be aggregated and shown as
11 one item, (5) net wages earned, (6) the inclusive dates of the period for
12 which the employee is paid, (7) the name of the employee and the last
13 four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name
15 and address of the legal entity that is the employer and, if the employer is
16 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
17 name and address of the legal entity that secured the services of the
18 employer, and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly
20 rate by the employee.

21 66. California Labor Code section 226(e) provides that:

22 An employee suffering injury as a result of a knowing and
23 intentional failure by an employer to comply with subdivision (a) is
24 entitled to recover the greater of all actual damages or fifty dollars
25 (\$50) for the initial pay period in which a violation occurs and one
26 hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four
28 thousand dollars (\$4,000), and is entitled to an award of costs and
reasonable attorney s fees.

67. During the Class Period, Defendants failed to provide Plaintiffs and the Class
members with accurate itemized wage statements in compliance with Labor Code section 226(a).
Among other things, the wage statements failed to accurately state the gross wages earned, the total
hours worked and the applicable rates of pay.

68. As result, Plaintiffs and the Class members were injured because they could not
promptly and easily determine from the wage statement the total hours they worked, rates of pay or
the gross wage earned.

69. Plaintiff and the Class members are therefore entitled to recover the damages
specified in Labor Code section 226(e).

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EIGHTH CAUSE OF ACTION
(Unfair Competition)
[Plaintiffs and Class Against Defendants]

70. Plaintiffs incorporate the preceding paragraphs of the Complaint.

71. Defendants' employment acts, omissions and practices discussed herein further constitute unlawful, unfair and/or fraudulent business acts or practices withing of California Business and Professions Code section 17200.

72. As a result of Defendants' unlawful, unfair and/or fraudulent business acts or practices, (1) Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations under the California Labor Code and applicable IWC Wage Orders; and (2) Plaintiffs and Class Members have been injured and have lost wages and other compensation as described herein.

73. Accordingly, Plaintiffs seek to enjoin Defendants' unlawful, unfair and/or fraudulent business acts or practices and seeks restitution to restore to her all money which they have been denied.

NINTH CAUSE OF ACTION
(Violation of the Private Attorneys General Act)
[Plaintiff Against Defendant Primacy Careers, LLC]

74. Plaintiffs incorporate the preceding paragraphs of the Complaint.

75. During the PAGA period (one year and sixty-five days from the filing of this First Amended Complaint), Defendant Primacy Careers LLC ("Primacy") subjected Plaintiff and similarly situated non-exempt Aggrieved Employees to the foregoing unlawful Labor Code/Wage Order practices as discussed herein.

76. In addition, Defendant Primacy failed to maintain accurate time and payroll records for Plaintiff and Aggrieved Employees during the PAGA period. Under California law, an employer must maintain accurate time and pay records, including (1) time records showing when employees begin and ends each work periods, meal periods, split shift intervals, and total hours worked, and (2) pay records showing its employees' hours worked and applicable rates of pay during each pay period. (Labor Code § 1174 and IWC Wage Orders § 7). Defendant failed to

1 maintain these records. Defendant failed to keep records of all hours worked for Plaintiff and
2 similarly situated Aggrieved Employees, including meal periods and hours worked.

3 77. During the PAGA period, Defendant Primacy further failed to timely pay all wages
4 to Plaintiff and the Aggrieved Employees during their employment. Labor Code section 204
5 requires an employer to pay all wages that are due and owing to employees twice during each
6 calendar month on days designated in advance by the employer as regular paydays. Defendant
7 Primacy violated this statute by failing to pay Plaintiff and Aggrieved Employees all wages that
8 are due and owing during their employment, including wages for “off-the-clock” work and meal
9 and rest period premiums. Defendant Primacy is therefore subject to civil penalties under labor
10 Code section 2699.

11 78. During the PAGA period, Defendant Primacy failed to provide sick days to
12 Aggrieved Employee as required by Labor Code section 246, did not calculate their sick pay as set
13 forth in Labor Code section 246(l) and did not provide them with required notice of sick pay.

14 79. In sum, during the PAGA period, Defendant Primacy violated Labor Code sections
15 201-203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1,
16 1198, and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20. These violations subject
17 Defendants to civil penalties as set forth in, *inter alia*, Labor Code section 2699.

18 80. Plaintiff complied with the procedures for bringing suit specified in Labor Code
19 sections 2699.3 and 2699.5 by letter dated March 14, 2024. Plaintiff gave written notice to the
20 LWDA via electronic submission, and via certified mail to Defendant Primacy, of the specific
21 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
22 and theories to support the alleged violations.

23 81. Under Labor Code section 2699.3, the LWDA must give written notice to the
24 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's
25 written notice. As of the filing of this complaint, the LWDA has not provided the parties with any
26 notice of its intention to investigate these claims.

27 82. Under Labor Code section 2699.3, Defendant Primacy has 33 days after the date of
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1 written notice to cure the alleged violations. As of the filing of this complaint, Defendant Primacy
2 has not responded to Plaintiff's PAGA notice in an attempt to cure.

3 83. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
4 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

5 84. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
6 reasonable attorney's fees and costs in connection with his claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for relief on behalf of themselves and the Class members as
9 follows:

- 10 (1) for an order that this lawsuit be certified as a class action;
11 (2) for an order that Plaintiffs be appointed the class representatives;
12 (3) for an order that undersigned counsel for Plaintiffs be appointed class counsel;
13 (4) for compensatory damages according to proof;
14 (5) for statutory, civil and other available penalties according to proof;
15 (6) for an order requiring Defendants to make restitution of all amounts wrongfully
16 withheld from Plaintiffs and the Class as a result of Defendants' unlawful, unfair or fraudulent
17 employment acts and practices;
18 (7) for an order enjoining Defendants from further engaging in their unlawful, unfair or
19 fraudulent employment acts and practices;
20 (8) for prejudgment interest as permitted by law;
21 (9) for attorney's fees and costs incurred in prosecuting this action; and,
22 (10) for such further relief that the Court deems appropriate.

23 Dated: July 28, 2025

BLAKE JONES LAW, PC.

24
25 By: _____



Blake R. Jones
Attorneys for Plaintiffs