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[Continued on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

BEATRIZ GONZALEZ, an individual,  
HECTOR SALAZAR, an individual, ALLEN  
FULGEAR, an individual, FRANKIE R.  
MENDOZA, an individual, on behalf of  
themselves and all other “aggrieved  
employees”, and on behalf of the general  
public,

Plaintiffs,

vs.

SOUTHWEST PATROL, INC., a California  
Corporation, and DOES 1 through 10,  
inclusive.

Defendants.

CASE NO. CIVSB2328294

**FIRST AMENDED REPRESENTATIVE  
ACTION COMPLAINT FOR:**

- PENALTIES PURSUANT TO  
LABOR CODE SECTION 2699(f)  
FOR VIOLATIONS OF LABOR  
CODE §§ 226.7, 512, 558, 510, 1194,  
1194.2, 226(a),(e), 201-203,  
204(a)(b), 2802, 221, 210, 218, 6400,  
6401, 6403, 6404, 6407, 8 CCR 3202,  
204 et seq., 226(a)(8), 226(b), 226(c),  
226.3, 226.7, 227.3, 246 et seq., 432,  
1174, 1174.5, 1182.12, 1197, 1197.1,  
1198, 2800, 2802, and the California  
Code of Regulations, Title 8, Section  
11040, Subdivision 5(A)-(B), and the  
applicable Wage Order(s), 245-  
248.5, 1199**

**DEMAND FOR JURY TRIAL**

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1 Plaintiffs Beatriz Gonzalez, Hector Salazar, Allen Fulgear, Frankie R. Mendoza (“Plaintiffs”),  
2 behalf of themselves and all other “aggrieved employees”, and on behalf of the general public  
3 complains of Defendants as follows:

#### 4 I. INTRODUCTION

5 1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on  
6 behalf of Plaintiffs and certain individuals who are employed by, or were formerly employed by  
7 Southwest Patrol, Inc. and any subsidiaries or affiliated companies (hereinafter collectively referred  
8 to as “Defendants”) within California.

9 2. For at least one (1) year prior to the filing of this action and continuing to the present  
10 (the “liability period”), Plaintiffs and Defendant’s California employees were routinely unable, and  
11 not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
12 minute meal break for every shift they worked. Specifically, Plaintiffs and other California employees  
13 were further forced to keep their cell phones on during their meal and rest breaks in case of  
14 emergencies or to address the needs of Defendants’ personnel. Moreover, Plaintiffs and Defendant’s  
15 California employees were forced to continue working through their meal and rest breaks in order to  
16 assist Defendant’s needs. Because of this, Plaintiffs and Defendant’s California employees were  
17 unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages  
18 of one hour’s pay for each missed meal and rest break to Plaintiffs and Defendant’s California  
19 employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512,  
20 and 558, and IWC Order No. 5-2001, Section 12.

21 3. Plaintiffs also claim that Defendant has failed to pay all overtime wages due to non-  
22 exempt employees. As a result, employees are not properly compensated for work performance in  
23 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek  
24 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant  
25 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not  
26 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiffs and  
27 Defendant’s California employees were forced to work overtime and were not paid for all hours  
28 worked including all straight time wages, and overtime wages. These failures to pay all overtime  
wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

4. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiffs

1 and Defendant's California employees, part of their wages. Defendants failed to issue Plaintiffs and  
2 Defendant's California employees accurately itemized wage statements. As Defendants failed to  
3 compensate Plaintiffs and Defendants' California employees with all wages due, as detailed above,  
4 their wage statements failed to accurately state all gross wages earned, in violation of Labor Code §  
5 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in  
6 violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the  
7 corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of  
8 Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e)  
9 and 226.3 with respect to Plaintiffs and Defendants' California employees.

10 5. Defendants knowingly and intentionally failed to provide Plaintiffs and Defendant's  
11 California employees timely, accurate, itemized wage statements in accordance with Labor Code §  
12 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiffs and  
13 Defendant's California employees, and the records maintained by Defendants, have not accurately  
14 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
15 premiums, and total hour worked.

16 6. Our client further alleges that Defendants paid them and Defendant's California  
17 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they  
18 were not paid all wages due and owing throughout the course of their employment as a result of  
19 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they  
20 were not paid all final wages due and owing for the entirety of their employment. This violates Labor  
21 Code §§ 201-203.

22 7. Defendant paid Plaintiffs and it's California employees on a weekly basis and has  
23 failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be  
24 paid no later than seven calendar days following the close of the payroll period. Due to the violations  
25 described above, Plaintiffs and Defendant's California employees did not receive all of their wages  
26 earned in a timely manner as required by Labor Code § 204(a)(b).

27 8. Defendant failed to reimburse Plaintiffs and Defendant's California employees for the  
28 equipment they purchased to perform work for Defendant such as face masks. Moreover, Defendant  
failed to reimburse Plaintiffs and Defendant's California employees for their uniforms and uniform  
maintenance. Defendant further failed to reimburse its California employees for using their personal  
cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall

1 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
2 direct consequence of the discharge of his or her duties.” As such, Plaintiffs and Defendant’s  
3 California employees have incurred reasonable and necessary expenses in the course of their job  
4 duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

5 9. Defendants failed to continue to take precautions to ensure employee safety after the  
6 onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome  
7 coronavirus 2 (SARS-CoV-2). Plaintiffs and Defendant’s California employees, directly after the  
8 onset of COVID, were required to partake in mandatory temperature and health checks, but these  
9 activities were not enforced or practiced quickly after the onset of COVID and when COVID was still  
10 a health risk to the employees. Plaintiffs and Defendant’s California employees were also required to  
11 provide their own masks at the workplace. As a result of these practices, Defendants have violated  
12 Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful  
13 environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant  
14 to Cal. Labor Code § 2699 *et seq.*

15 10. Defendants failed to pay all wages earned to Plaintiffs and Defendant’s California  
16 employees as a result of the unlawful employment policies and practices herein. As a result of these  
17 practices, Plaintiffs and Defendant’s California employees were underpaid for hours worked,  
18 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages  
19 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure  
20 to pay wages as required by law.

21 11. Plaintiffs further allege that Defendant failed to comply with Labor Code §§ 204 *et*  
22 *seq.*, 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 *et seq.*, 432, 1174, 1174.5, 1182.12,  
23 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040,  
24 Subdivision 5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199.

25 12. Plaintiffs, on behalf of themselves and all other “aggrieved employee”, and on behalf  
26 of the general public, brings this action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,  
27 226(a)(e), 201-203, 204(a)(b), 2802, 221, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 204  
28 *et seq.*, 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 *et seq.*, 432, 1174, 1174.5, 1182.12, 1197,  
1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision  
5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199.

13. Venue as to each Defendant is proper in this judicial district, pursuant to Code

1 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts  
2 alleged herein took place in San Bernardino, California.

## 3 **II. PARTIES**

### 4 **A. PLAINTIFFS**

5 14. Plaintiff Beatriz Gonzalez is a resident of San Bernardino, California. Plaintiff Hector  
6 Salazar is a resident of Los Angeles, California. Plaintiff Allen Fulgear is a resident of Los Angeles,  
7 California. Plaintiff Frankie R. Mendoza is a resident of Los Angeles, California. At all times relevant  
8 herein, they were employed by Defendants in Los Angeles and San Bernardino, California. Plaintiffs  
9 were employed by Defendants as a non-exempt, hourly employee in California, including in and  
10 around the city of Los Angeles and San Bernardino, County of San Bernardino. During Plaintiffs'  
11 employment:

- 12 A. Plaintiffs did not receive final wages at the time of their termination.
- 13 B. Plaintiffs were required to work without meal and rest periods, nor compensation in lieu  
14 thereof, as required by the Labor Code and relevant Wage Orders.
- 15 C. Plaintiffs were required to work either in excess of eight hours per workday or in excess  
16 of forty hours per workweek without receiving compensation at a rate of one and one half  
17 the regular rate of pay.
- 18 D. Plaintiffs were forced to receive inaccurately itemized and deficient wage statements, in  
19 violation of Labor Code § 226(a).
- 20 E. Plaintiffs did not receive their compensation in accordance with Labor Code § 204 in that  
21 Defendants failed to issues wages to its employees within seven (7) calendar days after  
22 the pay period ended.
- 23 F. Plaintiffs were not paid in a timely manner pertaining to the waiting time penalties in  
24 accordance with Labor Code §§ 201-203.
- 25 G. Defendant also failed to reimburse Plaintiffs and Defendant's California employees for  
26 reasonable and necessary expenses in the course of their job duties, in violation of Labor  
27 Code § 2802.

### 28 **B. DEFENDANTS**

15. Defendant Southwest Patrol, Inc., a California Corporation, doing business in San  
Bernardino, California. It operates within the State of California. Defendant employed Plaintiffs and  
similarly situated employees within California. The violations alleged herein arose in San

1 Bernardino, California.

2 16. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'  
3 CALIFORNIA EMPLOYEES," shall mean Defendant Southwest Patrol, Inc.'s non-exempt  
4 employees.

5 17. The true names and capacities, whether individual, corporate, associate, or otherwise,  
6 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who  
7 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs  
8 are informed and believes, and based thereon alleges, that each of the Defendants designated herein  
9 as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs  
10 will seek leave of court to amend this Complaint to reflect the true names and capacities of the  
11 Defendants designated hereinafter as DOES when such identities become known.

12 18. Plaintiffs are informed and believes, and based thereon alleges, that each Defendant  
13 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
14 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
15 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the  
16 employer and/or joint employer of Plaintiffs and all other aggrieved employees.

### 17 **FACTUAL ALLEGATIONS**

18 19. Plaintiffs and Defendant's California employees were routinely unable, and not  
19 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
20 minute meal break for every shift they worked. Specifically, Plaintiffs and other California  
21 employees were further forced to keep their cell phones on during their meal and rest breaks in case  
22 of emergencies or to address the needs of Defendants' personnel. Moreover, Plaintiffs and  
23 Defendant's California employees were forced to continue working through their meal and rest  
24 breaks in order to assist Defendant's needs. Because of this, Plaintiffs and Defendant's California  
25 employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to  
26 pay premium wages of one hour's pay for each missed meal and rest break to Plaintiffs and  
27 Defendant's California employees who were denied timely meal and rest breaks, in violation of  
28 Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

20. Plaintiffs also claim that Defendant has failed to pay all overtime wages due to non-  
exempt employees. As a result, employees are not properly compensated for work performance in  
excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a

workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiffs and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

21. Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiffs and Defendant's California employees, part of their wages. Defendants failed to issue Plaintiffs and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiffs and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiffs and Defendants' California employees.

22. Defendants knowingly and intentionally failed to provide Plaintiffs and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiffs and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

23. Our client further alleges that Defendants paid them and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

24. Defendant paid Plaintiffs and it's California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations

described above, Plaintiffs and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

25. Defendant failed to reimburse Plaintiffs and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Moreover, Defendant failed to reimburse Plaintiffs and Defendant's California employees for their uniforms and uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiffs and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

26. Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiffs and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiffs and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

27. Defendants failed to pay all wages earned to Plaintiffs and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiffs and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

28. Plaintiffs further allege that Defendant failed to comply with Labor Code §§ 204 *et seq.*, 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 *et seq.*, 432, 1174, 1174.5, 1182.12, 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199.

**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 204 et seq., 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 et seq., 432, 1174, 1174.5, 1182.12, 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199**

29. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set forth herein.

30. As a result of the acts alleged herein, Plaintiffs seek penalties under Labor Code § 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 204 et seq., 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 et seq., 432, 1174, 1174.5, 1182.12, 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199.

31. For each such violation, Plaintiffs and all aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. With respect to the violation of Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, , 204 et seq., 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 et seq., 432, 1174, 1174.5, 1182.12, 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199. \$100 for the initial violation per employee per pay period and \$200 for each subsequent violation per employee per pay period.

32. These penalties will be allocated 75% to the Labor Workforce Development Agency, and 25% to the affected employees.

33. On September 18, 2023, Plaintiff, Beatriz Gonzalez sent a letter, by certified mail, return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the

1 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**).  
2 Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Beatriz Gonzalez  
3 from the LWDA within sixty-five (65) calendar days of September 18, 2023. Plaintiff, Beatriz  
4 Gonzalez may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et*  
5 *seq.*

6 34. On November 14, 2023, Plaintiff, Hector Salazar sent a letter, by certified mail, return  
7 receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations  
8 alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “B”**). Pursuant to  
9 Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Hector Salazar from the LWDA  
10 within sixty-five (65) calendar days of November 14, 2023. Plaintiff, Hector Salazar may therefore  
11 commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

12 35. On April 15, 2024, Plaintiff, Allen Fulgear sent a letter, by certified mail, return  
13 receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations  
14 alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “C”**). Pursuant to  
15 Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Allen Fulgear from the LWDA  
16 within sixty-five (65) calendar days of April 15, 2024. Plaintiff, Allen Fulgear may therefore  
17 commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

18 36. On March 13, 2024, Plaintiff, Frankie R. Mendoza sent a letter, by certified mail,  
19 return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the  
20 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “D”**).  
21 Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff, Frankie R. Mendoza  
22 from the LWDA within sixty-five (65) calendar days of March 13, 2024. Plaintiff, Frankie R.  
23 Mendoza may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et*  
24 *seq.*

25 37. Wherefore, Plaintiffs and the aggrieved employees they seek to represent request  
26 relief as described herein.

27 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR**  
28 **COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

38. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
forth herein.

39. Plaintiffs and all other aggrieved employees are entitled to one hour of pay for each

1 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the  
2 IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

3 40. Defendants have failed to provide Plaintiffs and all other aggrieved employees one or  
4 more meal or rest periods during their employment. Defendants have failed to compensate Plaintiffs  
5 and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for  
6 each day on which one or more meal or rest periods were not provided.

7 41. Plaintiffs and Defendant's California employees were routinely unable, and not  
8 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-  
9 minute meal break for every shift they worked. Specifically, Plaintiffs and Defendant's California  
10 employees were forced to continue working through their meal and rest breaks in order to assist  
11 Defendant's needs. Because of this, Plaintiffs and Defendant's California employees were unable to  
12 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one  
13 hour's pay for each missed meal and rest break to Plaintiffs and Defendant's California employees  
14 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,  
15 and IWC Order No. 5-2001, Section 12.

16 42. Pursuant to Labor Code §§ 226.7 and 512, Plaintiffs seek the payment of all meal and  
17 rest period compensations, which he was owed since he commenced working for Defendants,  
18 according to proof.

19 43. Additionally, Plaintiffs are entitled to, and seeks, attorney's fees and costs, and  
20 prejudgment interest.

21 **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**  
22 **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

23 44. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
24 forth herein.

25 45. Plaintiffs and Defendants' California employees were required to work off the clock  
26 for Defendant. Defendant routinely made Plaintiffs and its California employees wait in line prior to  
27 clocking in.

28 46. Plaintiffs also claim that Defendant has failed to pay all overtime wages due to non-  
exempt employees. As a result, employees are not properly compensated for work performance in  
excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a  
workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of

1 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per  
2 week and do not receive overtime compensation at a rate of one and one half of their regular rate.  
3 Plaintiffs and Defendant's California employees were forced to work overtime and were not paid for  
4 all hours worked including all straight time wages, and overtime wages. These failures to pay all  
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

5 47. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,  
6 Plaintiffs and Defendant's California employees have been deprived of wages in amounts to be  
7 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,  
8 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor  
9 Code § 1194.2.

10 **ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**  
11 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**  
12 **(LABOR CODE § 226(a), (e)), 1174(d))**

13 48. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
14 forth herein.

15 49. Section 226(a) of the California Labor Code requires Defendants to provide wage  
16 statements to employees. In those wage statements, Defendants must accurately set forth, among  
17 other things, the total gross and net wages earned, the total hours worked, and the hourly rates in  
effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor  
Code § 226(a).

18 50. Defendants failed to issue Plaintiffs and Defendant's California employees accurately  
19 itemized wage statements. As Defendants failed to compensate Plaintiffs and Defendants' California  
20 employees with all wages due, as detailed above, their wage statements failed to accurately state all  
21 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of  
22 Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all  
23 applicable hourly rates during the pay period and the corresponding number of hours worked, in  
24 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due.  
25 These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiffs and  
Defendants' California employees.

26 51. Defendants knowingly and intentionally failed to provide timely, accurate, itemized  
27 wage statements to Plaintiffs and Defendant's California employees in accordance with Labor Code

1 § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiffs and  
2 Defendant's California employees and the records maintained by Defendants, have not accurately  
3 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest  
4 premiums, and total hour worked.

5 52. The wage statements provided to Plaintiffs and all other aggrieved employees fail to  
6 accurately itemize in wage statements total gross and net wages earned, and the total hours worked,  
7 and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are  
8 knowing and intentional, and Plaintiffs have suffered injury as a result of the receipt of defective  
9 wage statements, thereby entitling them to penalties pursuant to Labor Code § 226(e).

10 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**  
11 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**  
12 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

13 53. Plaintiffs hereby incorporate all preceding paragraphs of this Complaint as  
14 though fully set forth herein.

15 54. At all times material herein, the California Labor Code Sections 201, 202, and  
16 203 were in effect and binding on Defendants.

17 55. California Labor Code § 202 requires employers to pay employees all wages due  
18 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent  
19 part that "if an employer discharges an employee, the wages earned and unpaid at the time of  
20 discharge are due and payable immediately." California Labor Code § 203 provides that if an  
21 employer willfully fails to timely pay such wages the employer must, as penalty, continue to  
22 pay the subject employee's wages until the back wages are paid in full or an action is  
23 commenced. The penalty cannot exceed 30 days of wages.

24 56. Plaintiffs were entitled to compensation for unpaid wages, but to date has not  
25 received such compensation. Specifically, Defendants failed to pay Plaintiffs all wages due to  
26 Plaintiffs at the time of their termination. Thus, since Defendants failed to promptly pay  
27 Plaintiffs all wages due to Plaintiffs at the time of their termination, Defendants violated  
28 Section 201 of the Labor Code and Plaintiffs are therefore entitled to wages and penalties  
pursuant to Labor Code Section 203.

57. More than 30 days have passed since Plaintiffs' employment ended with  
Defendants.

1 58. As a consequence of Defendants' willful conduct in not paying wages owed to  
2 Plaintiffs, Plaintiffs are entitled to 30 days of wages as a penalty pursuant to Labor Code § 203  
3 for Defendants' failure to timely pay legal wages.

4 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**  
5 **IN VIOLATION OF LABOR CODE § 204(a)(b)**

6 59. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
7 forth herein.

8 60. At all times relevant herein, Labor Code § 204 was in full force and effect and  
9 binding on Defendants.

10 61. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All  
11 earned wages must be paid at least twice a month, on days designated in advance by the employer.  
12 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid  
13 between the 16th and 26th day of the same month. Work performed between the 16th and the last  
14 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §  
15 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end  
16 of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

17 62. Defendants pay Plaintiffs and its California employees on a bi-weekly basis and have  
18 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must  
19 be paid no later than seven calendar days following the close of the payroll period. Due to the  
20 violations described above, Plaintiffs and Defendants' California employees did not receive all of  
21 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

22 63. Additionally, Defendant failed to pay Plaintiffs and Defendant's California  
23 Employees earned wages when they became due, failed to pay wages on weekly basis, and have  
24 failed to comply with Labor Code § 204(a) which provides that wages earned on a weekly basis  
25 must be paid no later than seven calendar days following the close of the payroll period. Due to the  
26 violations described above, Plaintiffs and Defendant's California Employees did not receive all of  
27 their wages earned when due and in a timely manner as required by Labor Code § 204.

28 64. Defendants have failed to comply with the above-section because they waited longer  
than seven days from the close of the pay period to pay its weekly paid employees.

**ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**  
**VIOLATION OF CALIFORNIA LABOR CODE § 2802**

1           65.     Plaintiffs hereby incorporate preceding paragraphs of this Complaint as though  
2 fully set forth herein.

3           66.     Labor Code § 2802 provides that “[a]n employer shall indemnify his or her  
4 employee for all necessary expenditures or losses incurred by the employee in direct  
5 consequence of the discharge of his or her duties.”

6           67.     Defendant failed to reimburse Plaintiffs and Defendant’s California employees  
7 for the equipment they purchased to perform work for Defendant such as face masks.  
8 Moreover, Defendant failed to reimburse Plaintiffs and Defendant’s California employees for  
9 their uniforms and uniform maintenance. Defendant further failed to reimburse its California  
10 employees for using their personal cell phones for the benefit of Defendant. Labor Code section  
11 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary  
12 expenditures or losses incurred by the employee in direct consequence of the discharge of his  
13 or her duties.” As such, Plaintiffs and Defendant’s California employees have incurred  
14 reasonable and necessary expenses in the course of their job duties, which were not reimbursed  
15 by Defendant, in violation of Labor Code § 2802.

16           68.     Plaintiffs are entitled to reimbursement for these necessary expenditures, plus  
17 interest and attorneys’ fees and cost, under Labor Code § 2802.

18           69.     Plaintiffs also requests relief as described below.

19           **ALLEGATIONS AS TO UNLAWFUL DEDUCTION IN VIOLATION OF**  
20           **CALIFORNIA LABOR CODE § 221**

21           70.     Plaintiffs incorporates all preceding paragraphs of this Complaint as though fully set  
22 forth herein.

23           71.     Defendant violated Labor Code § 221 by collecting and/or receiving from Plaintiffs  
24 and Defendant’s California employees, part of their wages.

25           72.     Plaintiffs also requests relief as described below.

26           **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**  
27           **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**  
28           **(LABOR CODES §§ 210, 218)**

          73.     Plaintiffs incorporates all preceding paragraphs of this Complaint as though fully set  
forth herein.

          74.     Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which an

1 employee is subject to the control of an employer, and including all the time the employee is  
2 suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197  
3 required employers to compensate Plaintiffs for all hours worked at least at a minimum wage ad  
4 established by the Wage Order. Defendants did not pay for all hours worked and frequently required  
5 Plaintiffs to work off the clock. Defendants have been engaged in many unlawful employment  
6 practices which resulted in underpayment for hours worked each pay period as more set forth below:

7 75. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay  
8 Plaintiffs all wages earned twice during each calendar month pursuant to Labor Code § 204(a).  
9 Defendants failed to pay all wages earned to Plaintiffs as a result of the unlawful employment  
10 policies and practices herein. As a result of these practices, Plaintiffs was underpaid for hours  
11 worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all  
12 wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for  
13 failure to pay wages as required by law.

14 **ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT**  
15 **THAT IS SAFE AND HEALTHFUL IN VIOLATION OF**  
16 **(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

17 76. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully set  
18 forth herein.

19 77. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment  
20 and a place of employment that is safe and healthful for Plaintiffs therein. Cal. Labor Code § 6401  
21 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt  
22 and use practices, means, methods, operations, and processes which are reasonably adequate to  
23 render such employment and place of employment safe and healthful. Every employer.

24 78. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any  
25 employee to go or be in any employment or place of employment which is not safe and healthful.  
26 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety  
27 devices and safeguard reasonably adequate to render the employment and place of employment safe,  
28 or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of  
Plaintiffs and Defendant’s California employees.

79. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any  
place pf employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every

1 employer and every employee shall comply with occupational safety and health standards, with  
2 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to  
3 this division which are applicable to their own actions and conduct. Defendants failed to continue to  
4 take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1).  
5 “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiffs,  
6 directly after the onset of COVID, were required to partake in mandatory temperature and health  
7 checks, but these activities were not enforced or practiced quickly after the onset of COVID and  
8 when COVID was still a health risk to Plaintiffs and Defendant’s California employees. Plaintiffs  
9 and Defendant’s California employees was also required to provide their own masks at the  
10 workplace.

11 80. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,  
12 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for  
13 Plaintiffs, as outlines above.

#### 14 **RELIEF REQUESTED**

15 WHEREFORE, Plaintiffs pray for the following relief:

- 16 1. For a money judgment representing compensatory damages including lost  
17 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,  
18 together with interest on these amounts, according to proof;
- 19 2. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and all other aggrieved  
20 employees;
- 21 3. For penalties pursuant to Labor Code § 226.7 for Plaintiffs and all other aggrieved  
22 employees;
- 23 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiffs and all other aggrieved  
24 employees;
- 25 5. For penalties pursuant to Labor Code § 204(b) for Plaintiffs and all other aggrieved  
26 employees;
- 27 6. For penalties pursuant to Labor Code § 2802 for Plaintiffs and all other aggrieved  
28 employees;
7. For penalties pursuant to Labor Code § 210 for Plaintiffs and all other aggrieved  
employees;
8. For penalties pursuant to Labor Code § 221 for Plaintiffs and all other aggrieved  
employees;

employees;

9. For penalties pursuant to Labor Code § 6400 for Plaintiffs and all other aggrieved employees;

10. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiffs and all other aggrieved employees;

11. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1);

12. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

13. For penalties pursuant to Labor Code §§ 204 et seq., 226(a)(8), 226(b), 226(c), 226.3, 226.7, 227.3, 246 et seq., 432, 1174, 1174.5, 1182.12, 1197, 1197.1, 1198, 2800, 2802, and the California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), 245-248.5, 1199.

14. An award of prejudgment and post-judgment interest;

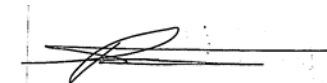
15. An award providing for payment of costs of suit; and

16. Such other and further relief as this Court may deem just and proper.

Dated: April 9, 2025

OTKUPMAN LAW FIRM, A Law Corporation

By:



ROMAN OTKUPMAN  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demands a trial of their claims by jury to the extent authorized by law.

Dated: April 9, 2025

OTKUPMAN LAW FIRM, A Law Corporation

By:



ROMAN OTKUPMAN  
Attorneys for Plaintiff