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Superior Court of California
County of Sacramento

08/16/2024

By: M. Chapman Deputy

Attorneys for Plaintiff, BRIDGET SIBYL QUINTERO, and
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BRIDGET SIBYL QUINTERO, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

PRIME NOW LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **24CV016286**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
AND 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

Plaintiff BRIDGET SIBYL QUINTERO, as an aggrieved employee, brings this Action
under the Labor Code Private Attorneys' General Act of 2004 ("PAGA") to collect civil penalties
under PAGA for all other aggrieved employees, and, in doing so, alleges as follows:

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1 penalties under PAGA as part of this Action.

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

6 During the period beginning one (1) year preceding the provision of notice to the LWDA
7 regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants
8 violated, *inter alia*, Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221,
9 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 432, 432.3, 432.7, 432.8, 510, 512, 558, 1102.5,
10 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457,
11 and 8397.4, among others, California Code of Regulations, Title 8, Section 3395, Business and
12 Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as
13 applicable Wage Orders.

14 Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees on
15 behalf of all other aggrieved current and former employees within the statutory period, to bring a
16 civil action to recover civil penalties pursuant to the procedures specified in Labor Code section
17 2699.3 without asserting a claim to bring Plaintiff’s own claim for civil penalties under PAGA.
18 (*See, e.g., Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533.) Specifically,
19 Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the particular Labor
20 Code violations Plaintiff experienced. Rather, this is a purely representative PAGA action wherein
21 Plaintiff seeks to recover all civil penalties for the Labor Code violations experienced by third-party
22 aggrieved employees (Aggrieved Employees) and the State of California’s 75% of the civil penalties
23 for the Labor Code violations Plaintiff experienced.

24 On or around March 12, 2024, Plaintiff provided written notice pursuant to Labor Code
25 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
26 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
27 by certified mail, with return receipt requested to Defendants, and each of them.

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1 Plaintiff also provided Defendants, and each of them, with notice under Labor Code section
2 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and hour
3 violations under Labor Code section 2810.3 on March 12, 2024, by certified mail with return receipt
4 requested.

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

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 At all relevant times mentioned herein, Defendants had and have a policy or practice of
11 failing to pay overtime wages to Aggrieved Employees in the State of California in violation of
12 California state wage and hour laws as a result of, without limitation, Aggrieved Employees working
13 over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
14 workweek without paying them proper overtime wages, as a result of, without limitation, failing to
15 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
16 employees to work off the clock, including, without limitation, by requiring employees: to remain
17 on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-
18 shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff
19 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
20 phone calls or drive off the clock; failing to include all forms of remuneration, including non-
21 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
22 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
23 additional compensation was earned for the purpose of calculating the overtime rate of pay;
24 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
25 less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting
26 but failing to properly implement an alternative workweek schedule ("AWS") (including, without
27 limitation, by failing to implement a written agreement designating the regularly scheduled
28 alternative workweek in which the specified number of work days and work hours are regularly

1 recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by
2 at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the
3 notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election
4 with the State of California, as required by Labor Code section 511 and applicable Wage Orders),
5 to the detriment of Aggrieved Employees. Defendants required Aggrieved Employees to come early
6 to work and leave late work without being able to clock in for all that time, to suffer under
7 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
8 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
9 out for rest periods; and failing to include all forms of remuneration, including non-discretionary
10 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
11 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
12 additional compensation was earned for the purpose of calculating the overtime rate of pay to the
13 detriment of the Aggrieved Employees. From at least January 18, 2022 to June 23, 2023, Aggrieved
14 Employees could only clock-in to work after arriving, waiting for a scanner and printer, receiving
15 their Android-based Amazon scanner device ("Scanner Device") and printer device, logging in with
16 an e-mail, password, and pin-code on the Scanner Device, and clocking in through the software on
17 the Scanner Device. Defendants did not provide a sufficient number of working, charged, and
18 network-connected devices for the sheer number of employees working at a given time, which could
19 reach over 200 employees during "Prime time" from November to January. At times, Aggrieved
20 Employees would wait at least two (2) minutes to receive a working, charged, and network-
21 connected Scanner Device not in use by another employee. If there were an insufficient number of
22 Scanner Devices per employee, Aggrieved Employees would need to consult a supervisor to receive
23 a working Scanner Device, resulting in even further time worked without compensation. Even under
24 perfect conditions, inputting the e-mail, password, PIN number, and mandatory survey questions on
25 the Android-based software on the Scanner Device would, at times, take at least three (3) minutes
26 each time before Aggrieved Employees members were able to clock-in, at least in part due to the
27 outdated touchscreen technology used for the digital keyboard. On occasion, Aggrieved Employees
28 would additionally have to reset their passwords due to system requirements, adding at least two (2)

1 minutes to the pre-clocking-in Scanner Device process. The Android-based software on the Scanner
2 Device was configured to perform a network check only after employees spent at least three (3)
3 minutes inputting their information, and if the Scanner Device was unable to connect to the network
4 or to Amazon servers, Aggrieved Employees would, on occasion, be forced to repeat the entire
5 process on a separate working, charged, and network-connected Scanner Device not in use by
6 another employee that they would again spend at least two (2) minutes seeking. Aggrieved
7 Employees were not compensated for the minimum of five (5) minutes spent at the beginning of
8 nearly every shift prior to clocking-in to find and log-in to a Scanner Device. This time could reach
9 upwards of ten (10) minutes due to the network check, as Aggrieved Employees would, on occasion,
10 have to repeat the entire process. Aggrieved Employees were expected by Defendants to carry the
11 Scanner Device even during their breaks and to indicate they were going on meal breaks on the
12 Scanner Device while walking away from the warehouse floor, and were thus under the control of
13 Defendants due to the active location-tracking of the scanner device. Further, Aggrieved Employees
14 were expected to clock out at their workstations and walk to the break room and back during her
15 rest breaks while carrying the location-tracking Scanning Device, amounting to off-the-clock
16 control over employees that Aggrieved Employees were not compensated for. There is no indication
17 that Defendants compensated Aggrieved Employees for any of the off-the-clock work simply related
18 to the Scanner Device, much less any other time spent under the control of the Defendants.

19 At all relevant times mentioned herein, Defendants had and have a practice or policy of
20 failing to compensate Aggrieved Employees with minimum wages for all hours Aggrieved
21 Employees worked or were otherwise under Defendants' control as a result of, without limitation,
22 failing to accurately track and/or pay for all minutes actually worked; by requiring Aggrieved
23 Employees: to remain on-call; to suffer under Defendants' control to complete pre-shift tasks before
24 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
25 working, to don and doff uniforms off the clock, to attend company meetings off the clock, to come
26 early to work and leave late work without being able to clock in for all that time, to suffer under
27 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
28 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock

1 out for rest periods; failing to pay split shift premiums; and failing to pay reporting time pay to the
2 detriment of Aggrieved Employees.

3 At all relevant times mentioned herein, Defendants had and have a policy or practice of
4 failing to provide Aggrieved Employees a thirty (30) minute uninterrupted, timely, and complete
5 meal period for days on which the employee worked in excess of five (5) and ten (10) hours per day
6 without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof including, without limitation, by interrupting meal periods; not
8 providing timely meal periods; failing to provide first and second meal periods; providing short
9 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
10 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
11 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
12 employees worked, as required by California wage and hour laws. Aggrieved Employees were
13 presented with an “AMAZON® CALIFORNIA MEAL PERIOD WAIVER AGREEMENT” which
14 states “either for operation reasons or because of your personal wished, you and the company might
15 want a meal period to begin late, be shortened, or skipped.” Aggrieved Employees could not freely
16 revoke the “AMAZON® CALIFORNIA MEAL PERIOD WAIVER AGREEMENT” as required
17 by California law and were required to both contact Human Resources and provide a revocation in
18 writing. Aggrieved Employees were not provided dedicated meal periods separate from the duration
19 between split-shifts, for which they were also not compensated as required by California law,
20 discussed above.

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

1 in and out for their rest breaks via the Scanner Device before leaving their workstations. Aggrieved
2 Employees were required by Defendants to carry the Scanner Device, and Aggrieved Employees
3 were thus under the control of Defendants even during breaks, as the location of Aggrieved
4 Employees were tracked via the Scanner Device. Defendants further required Aggrieved Employees
5 to walk to and from the allocated rest break facilities or restrooms within the duration of their rest
6 break. Aggrieved Employees were required to walk for approximately six (6) minutes of their rest
7 periods from one side of the facility to the other to utilize break rooms. Further, the facilities had
8 very few restrooms for the hundreds of employees working at the facility, resulting in up to ten (10)
9 minutes of bathroom lines.

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

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

18 At all times mentioned herein, Defendants had and have a policy or practice of issuing
19 payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order,
20 check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, which was
21 not negotiable and payable in cash, on demand, without discount, at some established place of
22 business in the state; and/or upon which the name and address did not appear on the instrument;
23 and/or at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days,
24 the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with
25 the drawee for its payment and/or (2) any scrip, coupon, or other thing redeemable, in merchandise,
26 or purporting to be payable or redeemable otherwise than in money. Plaintiff is further informed
27 and believes, and based thereon alleges that such wages were not compensated at the “regular rate”
28 of compensation as provided under Labor Code sections 226.7 and 510, subsection (a).

1 At all relevant times mentioned herein, Defendants had and have a policy or practice of
2 failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish
3 Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned;
4 total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in
5 effect during the pay period and the corresponding number of hours worked at each hourly rate by
6 the employee; the legal name of the employer and/or the name and address of the legal entity, and
7 other such information as required by Labor Code section 226, subdivision (a). Defendants have
8 further failed to comply with the notice requirement of Labor Code section 2810.5, and the time-off
9 policy provided to Plaintiff and Class Members explicitly states that that “[t]his policy is subject to
10 change without notice.”

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

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

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

26 At all relevant times mentioned herein, Defendants have had a policy or practice of failing
27 to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
28 Protection Act of 2011) by, among other things, failing to provide Aggrieved Employees with the

1 rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part
2 of the minimum wage; the regular payday designated by Defendants; the name, address, and
3 telephone number of the workers' compensation insurance carrier; information regarding paid sick
4 leave; and other pertinent information required to be disclosed by Defendants under Labor Code
5 section 2810.5.

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

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

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

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

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

1 a sufficient number of toilets to be used by each sex of employee.

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

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

25 At all relevant times mentioned herein, Defendants had and have a policy or practice of
26 preventing Aggrieved Employees from using or disclosing the skills, knowledge and experience
27 they obtained at Defendants' business for purposes of competing with Defendants, including,
28 without limitation, preventing Aggrieved Employees from disclosing their wages in negotiating a

1 new job with a prospective employer and from disclosing who else works at Defendants and under
2 what circumstances that they might be receptive to an offer from a rival employer. Plaintiff is
3 informed and believes that this policy and/or practice violates Business and Professions Code
4 sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code,
5 including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

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

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

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

22 **PARTIES**

23 **A. Plaintiff**

24 Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is
25 informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
26 exempt employee, with duties that included, but were not limited to, with duties that included, but
27 were not limited to, Floor Associate, packing online orders for Amazon Fresh. Plaintiff is informed
28 and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately

1 January of 2022 through approximately June of 2023.

2 **B. Defendants**

3 1. Plaintiff is informed and believes and based thereon alleges that Defendant PRIME is,
4 and at all times relevant hereto was, a limited liability company organized and existing under and
5 by virtue of the laws of the State of Delaware and doing business in the County of Sacramento, State
6 of California.

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

20 **JOINT LIABILITY ALLEGATIONS**

21 Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
22 herein, each of the Defendants was the agent, principal, employee, employer, representative, joint
23 venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing
24 the things alleged herein acted within the course and scope of such agency, employment, joint
25 venture, and conspiracy.

26 All of the acts and conduct described herein of each and every corporate defendant was duly
27 authorized, ordered, and directed by the respective and collective defendant corporate employers,
28 and the officers and management-level employees of said corporate employers. In addition thereto,

1 said corporate employers participated in the aforementioned acts and conduct of their said
2 employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts
3 and conduct of said corporate employees, agents, and representatives, the defendant corporation
4 respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced,
5 authorized, and otherwise approved of each and all of the said acts and conduct of the
6 aforementioned corporate employees, agents and representatives.

7 Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
8 the purported corporate existence of PRIME and DOES 1 through 50, inclusive (the “Alter Ego
9 Defendants”), they, and each of them, are one and the same with DOES 51 through 100 (“Individual
10 Defendants”), and each of them, due to, but not limited to, the following reasons:

11 The Alter Ego Defendants are completely dominated and controlled by the
12 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
13 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
14 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
15 inequitable purpose;

16 The Individual Defendants derive actual and significant monetary benefits by
17 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
18 the funding source for the Individual Defendants’ own personal expenditures;

19 Plaintiff is informed and believes, and thereon alleges, that the Individual
20 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
21 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
22 accomplishing some other wrongful or inequitable purpose;

23 Plaintiff is informed and believes, and thereon alleges, that the business affairs
24 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
25 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
26 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
27 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
28 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned

herein were, the alter egos of the Individual Defendants;

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

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

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

FIRST CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

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

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

1 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

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

11 Civil Penalties Under Labor Code § 226.3

12 Defendants had and have a policy or practice of failing to comply with Labor Code section
13 226, subdivision (a), by intentionally failing to furnish Plaintiff and Aggrieved Employees with
14 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
15 earned; the name and address of each employer with whom they have been placed to work; all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
18 entity; and other such information as required by Labor Code section 226, subdivision (a).

19 Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section
20 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
21 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation
22 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
23 statement or fails to keep the records required in subdivision (a) of Section 226.”

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

26 Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have
27 a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements that
28 accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all

1 applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate
2 in effect during the pay period; the legal name of the employer and/or the name and address of the
3 legal entity and other such information as required by Labor Code section 226, subdivision (a).

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

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

11 Violation of Labor Code § 558

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

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

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

22 Wages recovered pursuant to this section shall be paid to the affected employee."

23 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of
24 them, violated, or caused to be violated, the Labor Code sections described herein, including failing
25 to provide written notice in the language Defendant normally uses to communicate employment-
26 related information to the employee, containing the following information: pay the rates of pay and
27 overtime rates of pay applicable to their employment; allowances claimed as part of the minimum
28 wage; the regular payday designated by Defendants; Defendants' name(s), including "doing

1 business as” names used; the name, address, and telephone number of the workers’ compensation
2 insurance carrier; information regarding paid sick leave; and other pertinent information required to
3 be disclosed by Defendants.

4 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
5 Labor Code section 558, Aggrieved Employees are entitled to recover civil penalties for Defendants’
6 herein-described Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved
7 Employee per pay period for the initial violation, and one hundred dollars (\$100) for each Aggrieved
8 Employee per pay period for each subsequent violation.

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

11 Violation of Labor Code § 1174.5

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

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

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

1 maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
2 earned.”

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

8 Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully
9 failed to keep adequate or accurate time records including wage statements and similar payroll
10 documents under Labor Code section 226, documents signed to obtain or hold employment under
11 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
12 Labor Code section 1174.

13 As a direct and proximate result of the herein-described Labor Code violations, pursuant to
14 Labor Code section 1174.5, Aggrieved Employees are entitled to recover civil penalties for
15 Defendants’ herein-described Labor Code violations in the amount of five hundred dollars (\$500)
16 per violation per Aggrieved Employee.

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

19 Violation of Labor Code § 1197.1

20 Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person
21 acting either individually or as an officer, agent, or employee of another person, who pays or causes
22 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
23 or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
24 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
25 follows:

26 For any initial violation that is intentionally committed, one hundred dollars (\$100)
27 for each underpaid employee for each pay period for which the employee is
28 underpaid. This amount shall be in addition to an amount sufficient to recover

1 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
2 applicable penalties imposed pursuant to Section 203.

3 For each subsequent violation for the same specific offense, two hundred fifty dollars
4 (\$250) for each underpaid employee for each pay period for which the
5 employee is underpaid regardless of whether the initial violation is
6 intentionally committed. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to Section
8 1194.2, and any applicable penalties imposed pursuant to Section 203.

9 Wages, liquidated damages, and any applicable penalties imposed pursuant to
10 Section 203, recovered pursuant to this section shall be paid to the affected
11 employee.”

12 Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
13 Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation,
14 routinely failing to pay Aggrieved Employees’ minimum wages for all hours Aggrieved Employees
15 worked or were otherwise under Defendants’ control due to, without limitation, routinely failing to
16 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
17 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
18 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
19 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

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

27 Civil Penalties Under Labor Code § 2699

28 Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision

1 of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected
2 by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for
3 a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
4 an aggrieved employee on behalf of himself or herself and other current or former employees
5 pursuant to the procedures specified in Labor Code section 2699.3.

6 Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code
7 except those for which a civil penalty is specifically provided, the established civil penalty for a
8 violation of those provisions is as follows: if, at the time of the alleged violation, the person employs
9 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
10 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
11 per pay period for each subsequent violation.

12 Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of
13 them, violated the Labor Code sections described herein, including, without limitation, for the
14 failure to provide Aggrieved Employees with the amount of paid sick leave required to be provided
15 pursuant to California and local laws and provide written notice in the language Defendant normally
16 uses to communicate employment-related information to the employee, containing the following
17 information: pay the rates of pay and overtime rates of pay applicable to their employment;
18 allowances claimed as part of the minimum wage; the regular payday designated by Defendants;
19 Defendants' name(s), including "doing business as" names used; the name, address, and telephone
20 number of the workers' compensation insurance carrier; information regarding paid sick leave; and
21 other pertinent information required to be disclosed by Defendants under Labor Code section
22 2810.5.

23 Moreover, Aggrieved Employees within the State of California are entitled to an award of
24 reasonable attorneys' fees and costs in connection with their herein-described claims for civil
25 penalties.

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

28 ///

PRAYER

WHEREFORE, on behalf of Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

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

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

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

E. Such other and further relief as the Court deems just and proper.

Dated: August 16, 2024

BIBIYAN LAW GROUP, P.C.

BY: /s/ Michelle S. Lim

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Attorneys for Plaintiff BRIDGET SIBYL QUINTERO
on behalf of herself and all others similarly situated