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on behalf of themselves and all others similarly situated

ELECTRONICALLY FILED

Superior Court of California
County of Alameda

12/11/2025

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ORLAND HART, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

DISCOPYLABS, a California Corporation
doing business as DCL Logistics; D.C.L.
Logistics LLC., a California limited liability;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV071022

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiffs Omar Paniagua and Alvin Barrios on behalf of themselves and all others similarly
2 situated and aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 DisCopyLabs, doing business as DCL Logistics, and any of its respective subsidiaries or affiliated
7 companies within the State of California (“DisCopyLabs” or “Defendant”) and any of its respective
8 subsidiaries or affiliated companies within the State of California (collectively, with DOES 1 through
9 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all other current and former
10 non-exempt California employees employed by or formerly employed by Defendants (“Class
11 Members”).

12 2. This is a representative action, pursuant to the Labor Code Private Attorneys General
13 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of
14 its respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor
15 and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs
16 and all other current and former non-exempt employees of Defendants working within the Civil
17 Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply
18 with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with
19 Labor Code sections 200, 201, 201.3, 202, 203, 204, 206.5, 210, 212, 221, 223, 222.5, 226, 226.2,
20 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 510, 512, 558, 1102.5, 1182.12, 1194, 1194.2,
21 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.3, and 2810.5, allegations of which Orland Hart noticed
22 Defendants on April 9, 2024, in a letter filed with the Labor and Development Workforce (“LWDA”)
23 and mailed to Defendants (the “letter”). On September 16, 2025 Plaintiffs filed an amended PAGA
24 notice, alleging the same and/or similar claims to the April 9 notice, seeking to represent all employees
25 of DisCopyLabs, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and
26 affiliates (hereinafter, collectively, “Defendants”) working within one year preceding the date of the
27 amended notice and continuing past the date of this Letter into perpetuity (“Civil Penalty Period”).
28

1 On all other claims mentioned herein, Plaintiffs seeks to represent only non-exempt employees of
2 Defendants working within the Civil Penalty Period. Collectively, those employees shall be known
3 as “Aggrieved Employees” herein.

4 **PARTIES**

5 **A. Plaintiffs**

6 **A. Plaintiff Omar Paniagua “Plaintiff Paniagua”**

7 3. Plaintiff Paniagua is a resident of the State of California. At all relevant times herein,
8 Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff
9 Paniagua as a non-exempt employee, with duties that included, but were not limited to assisting in the
10 warehouse. Plaintiff is informed and believes that Plaintiff worked for Defendants from
11 approximately December of 2014 through at least May of 2025.

12 **B. Plaintiff Alvin Barrios “Plaintiff Barrios”**

13 Plaintiff Barrios is a resident of the State of California. At all relevant times herein, Plaintiff
14 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Barrios as a
15 non-exempt employee, with duties that included, but were not limited to, distributing and fulfilling
16 orders. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately
17 July of 2024 through the present.

18 **B. Defendants**

19 4. Plaintiffs are informed and believe and based thereon allege that defendant DisCopyLabs
20 is, and at all times relevant hereto was, corporation organized and existing under and by virtue of the
21 laws of the State of California and doing business in the County of Alameda, State of California. At
22 all relevant times herein, DisCopyLabs employed Plaintiffs and similarly situated employees within
23 the State of California.

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

10 **JOINT LIABILITY ALLEGATIONS**

11 6. Plaintiffs are informed and believe and based thereon allege that all the times
12 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
13 representative, joint venture or co-conspirator of each of the other defendants, either actually or
14 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
15 employment, joint venture, and conspiracy.

16 7. All of the acts and conduct described herein of each and every corporate defendant was
17 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
18 and the officers and management-level employees of said corporate employers. In addition thereto,
19 said corporate employers participated in the aforementioned acts and conduct of their said employees,
20 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
21 of said corporate employees, agents, and representatives, the defendant corporation respectively and
22 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
23 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
24 agents and representatives.

25 8. Plaintiffs are further informed and believe and based thereon allege that DOES 51
26 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor
27 Code provisions in violation of Labor Code section 558.1.

1 9. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
2 unity of interest and ownership between Defendants, and each of them, that their individuality and
3 separateness have ceased to exist.

4 10. Plaintiffs are informed and believe, and based thereon allege that despite the formation
5 of the purported corporate existence of DisCopyLabs and DOES 1 through 50, inclusive (the “Alter
6 Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
7 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

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

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

17 C. Plaintiffs are informed and believe and thereon allege that the Individual Defendants
18 and the Alter Ego Defendants, while really one and the same, were segregated to appear
19 as though separate and distinct for purposes of perpetrating a fraud, circumventing a
20 statute, or accomplishing some other wrongful or inequitable purpose;

21 D. Plaintiffs are informed and believe and based thereon allege that the business affairs
22 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
23 mentioned herein were, so mixed and intermingled that the same cannot reasonably be
24 segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
25 and at all relevant times mentioned herein were, used by the Individual Defendants as
26 mere shells and conduits for the conduct of certain of their, and each of their
27 affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,
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1 the alter egos of the Individual Defendants;

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

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

11 11. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
12 thereon allege that Defendants, and each of them, are joint employers.

13 **JURISDICTION**

14 12. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
15 Civil Procedure section 410.10.

16 13. Venue is proper in Alameda County, California pursuant to Code of Civil Procedure
17 sections 392, et seq. because, among other things, County is where the causes of action complained
18 of herein arose; the county in which the employment relationship began; the county in which
19 performance of the employment contract, or part of it, between Plaintiffs and Defendants was due to
20 be performed; the county in which the employment contract, or part of it, between Plaintiffs and
21 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
22 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in
23 Alameda County, and because Defendants employ numerous Class Members in Alameda County.

24 14. Plaintiffs are “aggrieved employees” under the PAGA, as Plaintiffs were each
25 employed by Defendants during the Civil Penalty Period and suffered the Labor Code violations set
26 forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly,
27 Plaintiffs seek to recover civil penalties under the Labor Code Private Attorneys General Act of 2004,
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1 codified at Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees
2 and costs, for Plaintiffs and all other current and former Aggrieved Employees of Defendants during
3 the Civil Penalty Period.

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

8 16. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
9 200, 201, 201.3, 202, 203, 204, 206.5, 210, 212, 221, 223, 222.5, 226, 226.2, 226.3, 227.3, 232,
10 232.5, 245, 246, 432, 432.3, 432.5, 510, 512, 558, 1102.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
11 1198.5, 1199, 2802, 2810.3, and 2810.5 among others, California Code of Regulations, Title 8,
12 Sections 1527, 3366, 3395, 3396, 3457, 83997.4, Business and Professions Code sections 16600,
13 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

14 17. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
15 such as Plaintiff, on behalf of Plaintiffs and all other current and former Aggrieved Employees within
16 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
17 specified in Labor Code section 2699.3.

18 18. On or around April 9, 2024, former named Plaintiff, Orland Hart, provided written
19 notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt
20 requested, of Defendants’ violation of various, including the herein-described, provisions of the Labor
21 Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and
22 each of them.

23 19. On or around June 10, 2025, Plaintiffs filed an amended written notice, premised on
24 the same and/or similar facts and allegations as the notice submitted by Orland Hart on April 9, 2024,
25 pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
26 Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to the
27 LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

1 **FACTUAL BACKGROUND**

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

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

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

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

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

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

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

16 27. For at least three (3) years prior to the filing of this action and continuing to the present,
17 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
18 in purchasing and/or providing mileage and/or gas costs incurred in driving personal vehicles for
19 work-related purposes; and using cellular phones for work-related purposes.

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

24 29. For at least four (4) years prior to the filing of this action and continuing to the present,
25 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated
26 employees or former employees within the State of California with the rights provided to them under
27 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*
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30. Plaintiff, on their own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

CLASS ACTION ALLEGATIONS

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

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

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

A. Numerosity

35. The potential Class Members as defined are so numerous that joinder of all the

1 members of the Class is impracticable. While the precise number of Class Members has not been
2 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
3 Members employed by Defendants within the State of California.

4 36. Accounting for employee turnover during the relevant periods necessarily increases
5 this number. Plaintiffs allege Defendants' employment records would provide information as to the
6 number and location of all Class Members. Joinder of all members of the proposed Class is not
7 practicable.

8 **B. Commonality**

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

- 11 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
12 worked at a proper overtime rate of pay?
- 13 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
14 all other time worked at the employee's regular rate of pay and a rate of pay that is
15 greater than the applicable minimum wage?
- 16 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
17 Members to take compliant meal periods?
- 18 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
19 with additional wages for missed or interrupted meal periods?
- 20 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
21 Members to take compliant rest periods?
- 22 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
23 with additional wages for missed rest periods?
- 24 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
25 Members upon termination or resignation all wages earned?
- 26 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
27 section 203?

- 1 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
2 Class Members with accurate wage statements?
- 3 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
4 Code section 204?
- 5 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
6 losses incurred in direct consequence of the discharge of their duties or by obedience
7 to the directions of Defendants as required under Labor Code section 2802?
- 8 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
9 with compensation at their final rate of pay for vested paid vacation time.
- 10 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
11 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 12 N. Are Class Members entitled to restitution of wages under Business and Professions
13 Code section 17203?
- 14 O. Are Class Members entitled to costs and attorneys' fees?
- 15 P. Are Class Members entitled to interest?

16 **C. Typicality**

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

22 **D. Adequacy of Representation**

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

26 **E. Superiority of Class Action**

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

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

10 **REPRESENTATIVE ACTION ALLEGATIONS**

11 42. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to pay overtime wages to Plaintiffs and other Aggrieved Employees in the State of California
13 in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and
14 other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or
15 seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result
16 of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging,
17 suffering, or permitting employees to work off the clock, including, without limitation, by requiring
18 employees: to suffer under Defendants' control to complete pre-shift tasks before clocking in and
19 post-shift tasks after clocking out, to clock out for meal periods and continue working, off the clock;
20 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, and
21 other forms of remuneration into the regular rate of pay for the pay periods where overtime was
22 worked and the additional compensation was earned for the purpose of calculating the overtime rate
23 of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to
24 show less hours than actually worked, and for paying straight pay instead of overtime pay to the
25 detriment of Plaintiffs and other Aggrieved Employees.

26 43. At all relevant times mentioned herein, Defendants had and have a practice or policy
27 of failing to compensate Plaintiffs and other Aggrieved Employees with minimum wages for all hours
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1 worked or otherwise under Defendants' control as a result of, without limitation, failing to accurately
2 track and/or pay for all minutes actually worked; by requiring employees: to suffer under Defendants'
3 control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock
4 out for meal periods and continue working, off the clock, to make phone calls the clock; detrimental
5 rounding of employee time entries, editing and/or manipulation of time entries to show less hours than
6 actually worked; and failing to pay reporting time pay; paid time off and vacation time owed to the
7 detriment of Plaintiffs and other Aggrieved Employees.

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

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

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

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

13 48. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
15 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
16 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
17 Code sections 201, 202, and 203.

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

22 50. At all relevant times mentioned herein, Defendants have had a policy or practice of
23 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
24 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
25 vehicles (*i.e.*, mileage and gas), for the purchase and maintenance of cellular phones and cellular
26 phone plans, in direct consequence of the discharge of their duties, or of their obedience to the
27 directions of Defendants, as required by Labor Code 2802.

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

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

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

20 54. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
22 and experience they obtained at Defendants for purposes of competing with Defendants, including,
23 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
24 a prospective employer, and from disclosing who else works at Defendants and under what
25 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
26 and believe that this policy and/or practice violates Business and Professions Code sections 17200,
27 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
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1 sections 232, 232.5, and 1197.5, subdivision (k).

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

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

16 57. Plaintiff, in Plaintiffs' representative capacity, seeks civil penalties under Labor Code
17 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
18 California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
19 Employees pursuant to PAGA.

20 **FIRST CAUSE OF ACTION**

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

22 58. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

24 59. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
26 Wage Orders.

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

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

8 62. Four (4) years prior to the filing of the Complaint in this Action through the present,
9 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
10 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
11 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
12 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
13 actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

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

19 64. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
20 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
21 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
22 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

23 **SECOND CAUSE OF ACTION**

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

25 65. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

27 66. At all relevant times, Plaintiffs and Class Members were employees or former
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1 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

2 67. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class
3 Members were entitled to receive minimum wages for all hours worked or otherwise under
4 Defendants' control.

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

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

11 70. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
12 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
13 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
14 reasonable attorneys' fees and costs of suit.

15 **THIRD CAUSE OF ACTION**

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

17 71. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

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

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

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

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

10 76. By their failure to provide Plaintiffs and Class Members compliant meal periods as
11 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
12 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
13 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

21 **FOURTH CAUSE OF ACTION**

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

23 79. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
24 preceding paragraphs as though fully set forth hereat.

25 80. At all relevant times, Plaintiffs and Class Members were employees or former
26 employees of Defendants covered by applicable Wage Orders.

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

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

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

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

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

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

1 **FIFTH CAUSE OF ACTION**

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

3 87. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

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

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

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

19 91. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and
20 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
21 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and
22 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
23 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
24 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
25 resignation.

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

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

5 94. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

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

10 95. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
11 preceding paragraphs as though fully set forth hereat.

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

14 97. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
15 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
16 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
17 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
18 of hours worked at each hourly rate; among other things.

19 98. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
21 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
22 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
23 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
25 at each hourly rate; among other things.

26 99. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
27 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
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1 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully provided
2 wage statements that Defendants knew were not accurate.

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

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

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

18 **SEVENTH CAUSE OF ACTION**

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

20 103. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
21 incorporate each by reference as though fully set forth hereat.

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

24 105. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
25 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
26 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
27 any calendar month, shall be paid for between the 1st and 10th day of the following month.”
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1 106. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
2 independent and apart from, any other penalty provided in this article, every person who fails to pay
3 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
4 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
5 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
6 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
7 percent of the amount unlawfully withheld.”

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

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

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

20 **EIGHTH CAUSE OF ACTION**

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

22 110. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

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

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

2 113. For three (3) years prior to the filing of the Complaint in this Action through the
3 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
4 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
5 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
6 incurred in driving personal vehicles for work-related purposes; and using cellular phones for work-
7 related purposes.

8 114. During that time period, Plaintiffs are informed and believe, and based thereon allege
9 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and Class
10 Members for those losses and/or expenditures.

11 115. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
12 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
13 described losses and/or expenditures.

14 116. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
15 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
16 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
17 costs of suit.

18 **NINTH CAUSE OF ACTION**

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

20 117. Plaintiffs re-allege and incorporate by reference all of the allegations contained in the
21 preceding paragraphs of this Complaint as though fully set forth hereon.

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

26 119. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant
27 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
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1 that Plaintiff's employment contract with Defendants included paid vacations.

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

6 121. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
7 Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor Code
8 section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at their
9 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiffs
10 and Class Members, on the one hand, and Defendants, on the other hand.

11 122. As a further proximate result of Defendants' above-described acts and/or omissions,
12 Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
13 prejudgment interest.

14 **TENTH CAUSE OF ACTION**

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

16 123. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 124. Plaintiffs are informed and believe and based thereon allege that the unlawful conduct
19 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
20 Professions Code section 17200. Plaintiffs are further informed and believe and based thereon allege
21 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
22 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
23 consistent policy of failing to provide Plaintiffs and similarly situated employees or former employees
24 within the State of California with the rights provided to them under the Healthy Workplace Healthy
25 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
26 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
27 comparable companies doing business in the State of California that comply with their obligations to
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1 compensate employees in accordance with the Labor Code.

2 125. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
3 Members have suffered injury in fact and lost money or property.

4 126. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
5 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
6 Code and requiring the establishment of appropriate and effective means to prevent further violations,
7 as well as restitution of all wages and other monies owed to them under the Labor Code, including
8 interest thereon, in which they had a property interest and which Defendants nevertheless failed to
9 pay them and instead withheld and retained for themselves. Restitution of the money owed to
10 Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by
11 their failure to comply with the Labor Code.

12 127. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure
13 section 1032 and interest under Civil Code section 3287.

14 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

24 130. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
27 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
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1 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
2 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
3 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

4 131. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
6 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in
7 the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved
8 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
9 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
10 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
11 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
12 connection with each payment that was made in violation of Labor Code section 204.

13 Civil Penalties Under Labor Code § 226.3

14 132. Defendants had and have a policy or practice of failing to comply with Labor Code
15 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
16 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
17 wages earned; the name and address of each employer with whom they have been placed to work; all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
19 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
20 securing the employer’s services if the employer is a farm labor contractor; and other such information
21 as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent
22 it does not include for piece-rate work the information required therein including, without limitation,
23 the quantity, rate and units worked per piece, as well as separately itemized non-productive time and
24 rest and recovery periods

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

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

5 135. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
6 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
7 statements as set forth in the preceding paragraphs.

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

13 Violation of Labor Code § 558

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

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

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

24 C. Wages recovered pursuant to this section shall be paid to the affected employee.

25 138. Plaintiffs are informed and believes, and based thereon alleges, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
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1 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
2 regular payday designated by employer, the name of the employer, including any “doing business as”
3 names used, the name, address, and telephone number of the workers’ compensation insurance carrier,
4 information regarding paid sick leave, and other pertinent information.

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

10 Violation of Labor Code § 1174.5

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

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

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

3 143. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
4 fails 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).

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

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

17 Violation of Labor Code § 1197.1

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

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

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

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

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

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

25 Civil Penalties Under Labor Code § 2699

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

5 150. Plaintiffs are informed and believes, and based thereon alleges that Defendants, and
6 each of them, violated the Labor Code sections described in the preceding paragraphs.

7 151. As such, Plaintiffs and aggrieved employees are entitled to injunctive relief, one
8 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
9 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
10 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

11 152. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
12 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
13 connection with their herein-described claims for civil penalties.

14 **DEMAND FOR JURY TRIAL**

15 153. Plaintiffs demand a trial by jury on all causes of action contained herein.

16 **PRAYER**

17 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
18 against Defendants as follows:

- 19 A. An order certifying this case as a Class Action;
- 20 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs'
- 21 counsel as class counsel;
- 22 C. Damages for all wages earned and owed, including minimum and overtime wages
- 23 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
- 24 1194, 1197 and 1199 and 227.3;
- 25 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 26 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 27 among other Labor Code sections, 512, 558.1 and 226.7;
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- 1 F. Penalties for inaccurate wage statements under Labor Code sections 226,
2 subdivision (e) and 558.1;
- 3 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 4 H. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 I. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 J. Penalties to timely pay wages under Labor Code section 210;
- 9 K. Damages under Labor Code sections 2802 and 558.1;
- 10 L. Preliminary and permanent injunctions prohibiting Defendants from further
11 violating the California Labor Code and requiring the establishment of appropriate
12 and effective means to prevent future violations;
- 13 M. Restitution of wages and benefits due which were acquired by means of any unfair
14 business practice, according to proof;
- 15 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 16 O. For attorneys' fees in prosecuting this action;
- 17 P. For costs of suit incurred herein; and
- 18 Q. For such other and further relief as the Court deems just and proper.

19
20 Dated: October 23, 2025

BIBIYAN LAW GROUP, P.C.

21
22 BY: /s/ Calyn V. Hadlock

23 David D. Bibiyan
24 Calyn V. Hadlock

25 Attorneys for Plaintiffs Omar Paniagua and Alvin
26 Barrios, as aggrieved employees and on behalf of
27 all others similarly situated and aggrieved
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