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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARIZA CONDE, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

DREAM BIG CHILDREN’S CENTER, a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: CIVSB2417452

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
and
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 Plaintiff MARIZA CONDE, on behalf of Plaintiff and all others similarly situated, alleges as
2 follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Dream
6 Big Children’s Center, and any of its respective subsidiaries or affiliated companies within the State
7 of California (“DREAM BIG” and collectively, with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against
12 Defendants, and any of its respective subsidiaries or affiliated companies within the State of
13 California as a proxy of the Labor and Workforce Development Agency of the State of
14 California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt
15 employees of Defendants working within the Civil Penalty Period, as further defined herein,
16 and, as it pertains to the alleged claims for failure to comply with the Labor Code.
17 Specifically, in connection with the alleged claims for failure to comply with Labor Code
18 sections 200, 201, 201.3, 202, 203, 204, 206.5, 210, 212, 221, 223, 222.5, 226, 226.2, 226.3,
19 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 510, 512, 558, 1102.5, 1182.12, 1194, 1194.2,
20 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.3, and 2810.5 Plaintiff seeks to represent all
21 employees of DREAM BIG, and each of them, DOES 1 through 100, as well as their parents,
22 subsidiaries and affiliates (hereinafter, collectively, “Defendants”) working within three years
23 preceding the date of this letter and continuing past the date of this Letter into perpetuity
24 (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent
25 only non-exempt employees of Defendants working within the Civil Penalty Period.
26 Collectively, those employees shall be known as “Aggrieved Employees” herein.

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1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff MARIZA CONDE is a resident of the State of California. At all relevant times
4 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, providing
6 childcare services. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
7 MARIZA CONDE worked for Defendants from approximately April of 2023 through the present.

8 **B. Defendants**

9 4. Plaintiff is informed and believes and based thereon alleges that defendant DREAM
10 BIG is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
11 of the laws of the State of California and doing business in the County of San Bernardino, State of
12 California. At all relevant times herein, DREAM BIG employed Plaintiff and similarly situated
13 employees within the State of California.

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

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JOINT LIABILITY ALLEGATIONS

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

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

8. Plaintiff is further informed and believes and based thereon alleges that DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

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

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

A. The Alter Ego Defendants are completely dominated and controlled by the Individual Defendants who personally committed the wrongful and illegal acts and violated the

1 laws as set forth in this Complaint, and who has hidden and currently hide behind the
2 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
3 other wrongful or inequitable purpose;

4 B. The Individual Defendants derive actual and significant monetary benefits by and
5 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
6 Defendants as the funding source for the Individual Defendants' own personal
7 expenditures;

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

12 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
13 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
14 mentioned herein were, so mixed and intermingled that the same cannot reasonably be
15 segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
16 and at all relevant times mentioned herein were, used by the Individual Defendants as
17 mere shells and conduits for the conduct of certain of their, and each of their
18 affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,
19 the alter egos of the Individual Defendants;

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

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

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

4 **JURISDICTION**

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

7 13. Venue is proper in San Bernardino County, California pursuant to Code of Civil
8 Procedure sections 392, et seq. because, among other things, San Bernardino County is where the
9 causes of action complained of herein arose; the county in which the employment relationship began;
10 the county in which performance of the employment contract, or part of it, between Plaintiff and
11 Defendants was due to be performed; the county in which the employment contract, or part of it,
12 between Plaintiff and Defendants was actually performed; and the county in which Defendants, or
13 some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and
14 Class Members in San Bernardino County, and because Defendants employ numerous Class Members
15 in San Bernardino County.

16 14. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
17 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
18 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
19 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
20 Labor Code section 2698, et seq. (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
21 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
22 Penalty Period.

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

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

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

18. On or around May 21, 2024, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

FACTUAL BACKGROUND

19. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls off the clock, and/or to drive off the clock;

1 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
2 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
3 where overtime was worked and the additional compensation was earned for the purpose of
4 calculating the overtime rate of pay; and detrimental rounding of employee time entries, editing and/or
5 manipulation of time entries to the detriment of Plaintiff and Class Members.

6 20. For at least four (4) years prior to the filing of this Action and continuing to the present,
7 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
8 them, in violation of California state wage and hour laws as a result of, among other things, at times,
9 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
10 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
11 including, without limitation, by requiring Plaintiff and Class Members: to come early to work and
12 leave late work without being able to clock in for all that time, to complete pre-shift tasks before
13 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working,
14 to clock out for rest periods, to attend company meetings off the clock, to make phone calls off the
15 clock; to drive off the clock; detrimental rounding of employee time entries; editing and/or
16 manipulation of time entries to show less hours than actually worked; failing to pay split shift
17 premiums; and failing to pay reporting time pay to the detriment of Plaintiff and Class Members.

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

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

2 23. For at least three (3) years prior to the filing of this action and continuing to the present,
3 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
4 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
5 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
6 premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

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

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

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

2 29. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
3 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
4 227.3, 245, et seq., 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
5 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
6 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
7 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper
8 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

15 **CLASS ACTION ALLEGATIONS**

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

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

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

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1 **A. Numerosity**

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

6 35. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 36. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
16 all other time worked at the employee's regular rate of pay and a rate of pay that is
17 greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
19 Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
23 Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?
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- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
6 Code section 204?
- 7 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
8 losses incurred in direct consequence of the discharge of their duties or by obedience
9 to the directions of Defendants as required under Labor Code section 2802?
- 10 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
11 with compensation at their final rate of pay for vested paid vacation time?
- 12 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
13 section 17200, et seq., by their unlawful practices as alleged herein?
- 14 N. Are Class Members entitled to restitution of wages under Business and Professions
15 Code section 17203?
- 16 O. Are Class Members entitled to costs and attorneys' fees?
- 17 P. Are Class Members entitled to interest?

18 **C. Typicality**

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

24 **D. Adequacy of Representation**

25 38. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
26 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
27 actions.

1 **E. Superiority of Class Action**

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

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

12 **REPRESENTATIVE ACTION ALLEGATIONS**

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

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

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

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

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

8 46. At all relevant times mentioned herein, Defendants had and have a policy or practice
9 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
10 Plaintiff and other Aggrieved Employees with 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, making it difficult for Plaintiff and other Aggrieved Employees to calculate
13 their unpaid wages and/or premium payments, to the detriment of Plaintiff and other Aggrieved
14 Employees.

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

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

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

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

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

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

22 53. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
24 and experience they obtained at Defendants for purposes of competing with Defendants, including,
25 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
26 a prospective employer, and from disclosing who else works at Defendants and under what
27 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
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1 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
2 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
3 sections 232, 232.5, and 1197.5, subdivision (k).

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

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

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

22 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

4 63. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
5 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
6 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
7 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

8 **SECOND CAUSE OF ACTION**

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

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

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

14 66. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
15 Members were entitled to receive minimum wages for all hours worked or otherwise under
16 Defendants' control.

17 67. For four (4) years prior to the filing of the Complaint in this Action through the present,
18 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
19 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off
20 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to
21 work and leave late work without being able to clock in for all that time, to complete pre-shift tasks
22 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
23 working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls
24 off the clock; to drive off the clock; detrimental rounding of employee time entries; editing and/or
25 manipulation of time entries to show less hours than actually worked; failing to pay split shift
26 premiums; and failing to pay reporting time pay to the detriment of Plaintiff and Class Members.

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

3 69. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
4 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
5 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
6 reasonable attorneys' fees and costs of suit.

7 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

2 75. By their failure to provide Plaintiff and Class Members compliant meal periods as
3 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
4 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
5 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

13 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

88. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were

1 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
2 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
3 immediately upon termination. Class Members who resigned were entitled to payment of all wages
4 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
5 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
6 time of resignation.

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

11 90. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
12 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
13 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
14 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
15 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
16 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
17 resignation.

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

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

24 93. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
25 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
26 waiting time penalties, interest, and their costs of suit, as well.

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1 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

19 98. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
20 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
21 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
22 statements that Defendants knew were not accurate.

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

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

7 101. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
8 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
9 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
10 and costs of suit.

11 **SEVENTH CAUSE OF ACTION**

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

13 102. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
14 incorporate each by reference as though fully set forth hereat.

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

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

21 105. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
22 independent and apart from, any other penalty provided in this article, every person who fails to pay
23 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
24 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
25 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
26 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
27 percent of the amount unlawfully withheld.”

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

5 107. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
6 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred
7 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
8 subsequent violation in connection with each payment that was made in violation of Labor Code
9 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

10 108. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
12 interest, and their costs of suit, as well.

13 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

NINTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

6 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

6 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

5 Civil Penalties Under Labor Code § 226.3

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

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

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

24 134. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
25 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
26 set forth in the preceding paragraphs.

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

Violation of Labor Code § 558

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

- A. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- B. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- C. Wages recovered pursuant to this section shall be paid to the affected employee.

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

138. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

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

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

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

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

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

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

10 Violation of Labor Code § 1197.1

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

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

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

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

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

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

Civil Penalties Under Labor Code § 2699

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

149. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

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

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

152.

DEMAND FOR JURY TRIAL

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

PRAYER

WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

- 1 I. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226.3, 558, 1174.5, 1197.1, and 2699
- 3 J. Penalties to timely pay wages under Labor Code section 210;
- 4 K. Damages under Labor Code sections 2802 and 558.1;
- 5 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
6 the California Labor Code and requiring the establishment of appropriate and
7 effective means to prevent future violations;
- 8 M. Restitution of wages and benefits due which were acquired by means of any unfair
9 business practice, according to proof;
- 10 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 11 O. For attorneys' fees in prosecuting this action;
- 12 P. For costs of suit incurred herein; and
- 13 Q. For such other and further relief as the Court deems just and proper.

14
15 Dated: September 26, 2025

BIBIYAN LAW GROUP, P.C.

16
17 BY: /s/ Calyn V. Hadlock

18 David D. Bibiyan

Calyn V. Hadlock

19 Attorneys for Plaintiff MARIZA CONDE and on behalf of
20 all others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard Avenue, Los Angeles, California 90024.

On September 26, 2025, I served the foregoing **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**, to be served by electronic transmission to the below referenced electronic e-mail address as follows:

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Attorneys for Defendant,
DREAM BIG CHILDREN'S CENTER, a California corporation

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on September 26, 2025, at Los Angeles, California.

/s/ Dariane Rose
Dariane Rose