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on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 TATRELA JAMES, on behalf of the State of
12 California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15
16 CHILD CARE RESOURCE CENTER,
INC., a California Nonprofit Corporation;
17 ROTH STAFFING COMPANIES, L.P., a
California Limited Partnership; and DOES
18 1-100, inclusive,

19 Defendants.

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County of Los Angeles
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Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

Case No.: **24STCV22584**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, TATRELA JAMES, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants CHILD
3 CARE RESOURCE CENTER, INC., a California Nonprofit Corporation; ROTH STAFFING
4 COMPANIES, L.P., a California Limited Partnership; and DOES 1-100, inclusive, (collectively
5 referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges
6 as follows:

7 **INTRODUCTION**

8 1. This is a representative action filed by PLAINTIFF on behalf of PLAINTIFF, all
9 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
10 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
11 (75% payable to the Labor and Workforce Development Agency and 25% payable to Aggrieved
12 Employees) for DEFENDANTS’ violations of the California Labor Code as alleged below.

13 **JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
15 California statutes, including but not limited to the PAGA, and decisional law and regulations.

16 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to
17 California Code of Civil Procedure section 395.5 because DEFENDANTS assigned PLAINTIFF to
18 work in this judicial district, DEFENDANT CHILD CARE RESOURCE CENTER, INC. maintains
19 its principal place of business within this judicial district, DEFENDANTS transact business within
20 this judicial district, and conduct alleged by PLAINTIFF herein occurred in this judicial district.
21 *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue
22 in a PAGA action is proper in any county where the defendants committed Labor Code violations
23 against some of its employees). Venue is also proper pursuant to section 393 of the California Code
24 of Civil Procedure because the cause, or some part of the cause, arose in the County of Los Angeles.

25 **THE PARTIES**

26 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
27 California and a citizen of the State of California.

28 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
2
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 title(s) of customer service agent and/or a similar title(s) and/or job position(s) during the relevant
2 period. PLAINTIFF was staffed by ROTH STAFFING COMPANIES, L.P. to work at, including
3 but not limited to, CHILD CARE RESOURCE CENTER, INC.'s facilities/offices/location(s) in
4 Chatworth, California. DEFENDANTS assigned PLAINTIFF to work for CHILD CARE
5 RESOURCE CENTER, INC.'s facilities/offices/location(s) in Chatsworth, California, from in or
6 around early May 2023, through in or around July 2023.

7 6. Defendant CHILD CARE RESOURCE CENTER, INC. is a California Nonprofit
8 Corporation that, at all relevant times, was authorized to do business within the State of California
9 and is doing business in the State of California.

10 7. Defendant ROTH STAFFING COMPANIES, L.P. is a California Limited
11 Partnership that, at all relevant times, was authorized to do business within the State of California
12 and is doing business in the State of California. Defendant ROTH STAFFING COMPANIES, L.P.
13 operates a staffing business under including but not limited to, the following name(s): Ultimate
14 Staffing and/or Ultimate Staffing Services.

15 8. DEFENDANTS own, operate, manage and/or staff its employees to work at the
16 offices, facilities and/or other location(s) in California, including but not limited to the offices,
17 facilities and/or other locations in Chatsworth, Palmdale, San Bernardino, Victorville, and Sylmar,
18 California. DEFENDANTS, through its various locations, serve including but not limited to, the
19 child/family support, development and/or education services industry.¹

20 9. The true names and capacities of the DOE Defendants sued herein as DOES 1
21 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
22 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
23 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
24 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
25 become known.

26 10. PLAINTIFF is further informed and believes that, at all relevant times, each
27

28 ¹ See <https://www.ccrcca.org/about/office-locations/>; <https://www.rothstaffing.com/>;
<https://www.ultimatestaffing.com/>. Last visited on September 3, 2024.

1 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
2 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
3 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
4 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
5 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
6 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
7 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
8 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
9 controlled, aided and abetted the conduct of all other Defendants.

10 **JOINT LIABILITY**

11 11. Under California law, the definition of the terms “to employ” are broadly construed
12 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
13 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
14 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
15 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
16 was to reach situations in which multiple entities control different aspects of the employment
17 relationship. Supervision of the work, in the specific sense of exercising control over how services
18 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
19 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
20 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
21 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
22 California, applying a less stringent standard to what constitutes sufficient control by a business
23 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
24 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
25 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
26 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
27 employment,” *Id.* at 875 [emphasis added].

28 12. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
4
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
2 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
3 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
4 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
5 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF
6 and Aggrieved Employees to work for them.

7 13. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
8 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
9 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
10 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
11 policies and practices regardless of the location(s) where they worked. Among other things,
12 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
13 in DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control
14 over the day-to-day operations and employment matters, including the power to hire and fire, set
15 schedules, issue employee policies, and determine rates of compensation across its locations in
16 California; (3) DEFENDANTS utilize the same policies and procedures for all California
17 employees, including issuing the same employee handbooks and other form agreements; (4)
18 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
19 employment matters; and, (6) DEFENDANTS share employees.

20 14. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
21 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
22 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
23 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees’
24 wages, hours and working conditions, and/or suffered or permitted them to work so as to be
25 considered the joint employers of PLAINTIFF and Aggrieved Employees.

26 15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
27 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
28 time-keeping practices, meal and rest periods, reimbursement of business expenses and other

1 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
2 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
3 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
4 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
5 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
6 and other Aggrieved Employees' employment with or without cause. Upon information and belief,
7 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
8 writing the details of their compensation, and the manner in which they were to take meal and rest
9 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
10 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
11 collectively would evaluate their wage rates.

12 16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
13 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
14 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
15 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
16 PLAINTIFF seeks relief in this Complaint.

17 17. Moreover, based on information and belief, ROTH STAFFING COMPANIES, L.P.
18 ("Ultimate Staffing") hired PLAINTIFF and entered into a written employment agreement with
19 PLAINTIFF. During PLAINTIFF's employment, Ultimate Staffing maintained control over many
20 aspects of PLAINTIFF's employment, including, among other things, having the authority to
21 discipline PLAINTIFF, change PLAINTIFF's job assignment, change PLAINTIFF's work hours,
22 change PLAINTIFF's rates of pay, and to terminate PLAINTIFF's employment.

23 18. Based on information and belief, when PLAINTIFF was first hired, Ultimate Staffing
24 provided PLAINTIFF with orientation and training materials. Ultimate Staffing issued PLAINTIFF
25 written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of
26 PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and
27 belief, among other things, these policies provided that PLAINTIFF's weekly time records be
28 submitted to Ultimate Staffing, and Ultimate Staffing was supposed to process PLAINTIFF's time

1 records and pay PLAINTIFF for all hours worked. Ultimate Staffing exercised ultimate control over
2 the payment of PLAINTIFF's wages, as Ultimate Staffing issued PLAINTIFF his paychecks.
3 Finally, Ultimate Staffing directed PLAINTIFF to comply with CHILD CARE RESOURCE
4 CENTER, INC.'s policies and directions. PLAINTIFF is informed and believes that Ultimate
5 Staffing exercised the same control over, applied the same policies and practices, and engaged in
6 the same acts and omissions with regard to the other Aggrieved Employees.

7 19. CHILD CARE RESOURCE CENTER, INC. ("Child Care Resource Center")
8 similarly suffered or permitted PLAINTIFF to work for them or engaged PLAINTIFF to work for
9 them. PLAINTIFF is informed and believes that Child Care Resource Center entered into a written
10 agreement with Ultimate Staffing, pursuant to which Child Care Resource Center paid Ultimate
11 Staffing to provide it with workers, including PLAINTIFF, to conduct Child Care Resource Center's
12 business operations – namely, to work in Child Care Resource Center's offices, centers and/or other
13 facilities and/or other location(s). Child Care Resource Center suffered or permitted PLAINTIFF to
14 work at Child Care Resource Center for the entirety of PLAINTIFF's employment.

15 20. Child Care Resource Center further exercised control over PLAINTIFF's wages,
16 hours and working conditions. Child Care Resource Center also: (1) set PLAINTIFF's work hours
17 and provided his work schedule; (2) provided PLAINTIFF with policies regarding meal periods and
18 rest breaks, with which PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's
19 work through its employees; (4) assigned PLAINTIFF's job duties and trained PLAINTIFF on said
20 job duties; (5) exercised authority to reprimand and counsel PLAINTIFF regarding any issues,
21 including work performance; (6) exercised authority to end PLAINTIFF's work assignment at any
22 time, the effective termination of employment; (7) required PLAINTIFF to record hours worked
23 using Child Care Resource Center's timekeeping system; (8) determined whether and when
24 PLAINTIFF would receive meal periods and rest breaks; (9) subjected PLAINTIFF to unlawfully
25 scheduled meal periods and rest breaks; and, (10) was responsible for maintaining PLAINTIFF's
26 timekeeping records. On information and belief, Child Care Resource Center issued further written
27 policies and practices and guidelines governing PLAINTIFF's working conditions with which
28 PLAINTIFF was required to comply.

1 21. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
2 control over, applied the same policies and practices, and engaged in the same acts and omissions
3 with regard to all other Aggrieved Employees.

4 22. PLAINTIFF is informed and believes and thereon alleges that DEEFENDANTS
5 must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties
6 under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to
7 perform services from which DEFENDANTS benefited, and furthermore that the aforementioned
8 entities had the right to exercise control over the wages, hours and/or working conditions of
9 PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF.

10 23. By reason of their status as joint employers of PLAINTIFF and Aggrieved
11 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
12 Code and applicable Wage Orders as to all Aggrieved Employees.

13 24. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
14 control over, applied the same policies and practices, and engaged in the same acts and omissions
15 with regard to the other Aggrieved Employees.

16 25. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must
17 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
18 PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform
19 services from which they benefited, and furthermore that the aforementioned entities had the right
20 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
21 times herein, so as to be considered the joint employers of PLAINTIFF.

22 26. By reason of their status as joint employers of PLAINTIFF and Aggrieved
23 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
24 Code and applicable Wage Orders as to all Aggrieved Employees.

25 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

26 27. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
27 employer shall share with the labor contractor” all civil liability for the payment of wages to the
28 workers supplied by the labor contractor.

28. Ultimate Staffing is a “labor contractor” in that it supplies Child Care Resource Center with workers to perform labor within Child Care Resource Center’s usual course of business.

Lab. Code § 2810.3(a)(3).

29. Child Care Resource Center is a “client employer” in that it is a business entity that “obtains or is provided workers to perform labor within its usual course of business” from labor contractor Ultimate Staffing. Lab. Code § 2810.3(a)(1)(A). Moreover, Child Care Resource Center has a workforce of more than twenty-five workers and is supplied with at least five (5) workers from a labor contractor at any given time. Lab. Code § 2810.3(a)(1)(B).

30. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment of wages to all workers supplied to Child Care Resource Center by Ultimate Staffing.

31. PLAINTIFF complied with all administrative requirements by providing notice by certified mail of the claims alleged herein to Child Care Resource Center. Lab. Code § 2810.3(d).

32. Any reference herein to any alleged act or omission by any DEFENDANT shall be deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly and severally.

PAGA ALLEGATIONS

33. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more of the DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).

34. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and personally suffered each of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved

1 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

2 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

3 35. PLAINTIFF, on June 28, 2024, through counsel, gave written notice by online filing
4 with the California Labor and Workforce Development Agency ("LWDA") informing it that
5 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
6 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
7 certified mail.

8 36. The PAGA Notice outlined PLAINTIFF's claims for violations of the California
9 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
10 Employees.

11 37. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
12 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
13 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
14 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
15 Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

16 38. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
17 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
18 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

19 **FACTUAL ALLEGATIONS**

20 39. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
21 worked for DEFENDANTS in the State of California. At all times referenced herein,
22 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
23 permitted them to work.

24 40. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
25 title(s) of customer service agent and/or a similar title(s) and/or job position(s) during the relevant
26 period.

27 41. PLAINTIFF was staffed by Ultimate Staffing to work at, including but not limited
28 to, Child Care Resource Center's facilities/offices/location(s) in Chatworth, California.

1 42. DEFENDANTS assigned PLAINTIFF to work for Child Care Resource Center's
2 facilities/offices/location(s) in Chatsworth, California, from in or around early May 2023, through
3 in or around July 2023.

4 43. PLAINTIFF regularly worked at least eight (8) hours per day, at least five (5) days
5 per week.

6 44. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
7 hourly basis for time counted by DEFENDANTS as hours worked.

8 45. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
9 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
10 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
11 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
12 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
13 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
14 below.

15 46. Based on information and belief, DEFENDANTS implemented a policy and/or
16 practice of rounding meal period start and end times and/or automatically deducting at least thirty
17 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
18 PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
19 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
20 PLAINTIFF and Aggrieved Employees of all wages owed.

21 47. Based on information and belief, Aggrieved Employees were not paid for all hours
22 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
23 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
24 the clock work policies and/or practices.

25 48. For example, DEFENDANTS required PLAINTIFF and other Aggrieved Employees
26 to perform mandated off-the-clock work. PLAINTIFF and other Aggrieved Employees were
27 required to complete pre-shift and post-shift off-the-clock work due in part to DEFENDANTS'
28 failure to record the true shift start times and shift end times.

1 49. For example, DEFENDANTS' time records for PLAINTIFF for including but not
2 limited to the following dates consistently show a total daily hours worked of eight (8) with the
3 same precise shift start time of 8:00 a.m. and same precise shift end time of 5:00 p.m. (with a one-
4 hour meal period purportedly taken each day from exactly 12:00 p.m. to exactly 1:00 p.m.) Based
5 on information and belief, DEFENDANTS instructed PLAINTIFF and other Aggrieved Employees
6 to record their scheduled shift start time(s) and end time(s) regardless of when PLAINTIFF and
7 other Aggrieved Employees actually started and stopped working on those days, which resulted in
8 significant off-the-clock work and the underpayment of wages owed to PLAINTIFF and other
9 Aggrieved Employees.

10 50. For example, based on information and belief, DEFENDANTS have a policy and
11 practice of requiring Aggrieved Employees to perform off-the-clock work outside of scheduled shift
12 times and/or prior to clocking in for the start of their shifts and/or after clocking out for the end of
13 their shifts, resulting in the underpayment of wages owed to Aggrieved Employees.

14 51. For example, prior to clocking in for the start of PLAINTIFF's shift on most if not
15 all workdays worked during PLAINTIFF's employment, PLAINTIFF was required to first log into
16 DEFENDANTS' electronic system(s), before PLAINTIFF could then clock in for the start of her
17 shift(s), resulting in an average of at least approximately three (3) minutes of pre-shift off-the-clock
18 work during most if not all days PLAINTIFF worked during PLAINTIFF's employment.

19 52. Based on information and belief, DEFENDANTS' electronic employee time-
20 keeping system/app at times malfunctioned such that Aggrieved Employees were required to either
21 reinitiate the system/app prior to being able to clock in and/or were unable to clock in at all for the
22 start of their shifts and/or clock back in from meal periods, resulting in consistent off-the-clock work
23 and the underpayment of minimum and overtime wages owed to Aggrieved Employees. Based on
24 information and belief, Aggrieved Employees experienced the same issues when clocking out for
25 shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
26 recorded and not compensated and resulted in unpaid minimum wages.

27 53. Based on information and belief, Aggrieved Employees were required to be at their
28 respective workstations at their scheduled shift start time(s) or face discipline. As such, Aggrieved

1 Employees typically arrived at work prior to their scheduled shift start times so that they could
2 perform any required pre-shift work, including but not limited to, gathering work-related tools
3 and/or equipment, making and/or receiving work-related communications, cleaning, maintenance
4 and/or administrative off-the-clock work tasks so that they could be at their respective work stations
5 at their scheduled shift start time as mandated by DEFENDANTS. This pre-shift off-the-clock work
6 was neither recorded nor compensated resulting in the substantial underpayment of wages owed to
7 Aggrieved Employees.

8 54. Based on information and belief, Aggrieved Employees were also required to
9 perform post-shift off-the-clock work that was neither recorded nor compensated. For example,
10 based on information and belief, Aggrieved Employees were required to put away their work
11 tools/equipment, make/receive work-related communications, assist clients and/or complete other
12 off-the-clock work tasks, resulting in DEFENDANTS' failure to compensate Aggrieved Employees
13 for all time worked and the underpayment of minimum wages and overtime wages owed to
14 Aggrieved Employees.

15 55. Based on information and belief, DEFENDANTS required Aggrieved Employees to
16 obtain Covid-related testing outside of their scheduled shift times without compensating them for
17 the time spent completing DEFENDANTS' testing requirements.

18 56. Based on information and belief, DEFENDANTS performed an automatic deduction
19 for meal periods that were worked through, interrupted, cut short, and/or during which Aggrieved
20 Employees were not relieved of all duties and DEFENDANTS' control, resulting in
21 DEFENDANTS' failure to compensate Aggrieved Employees for all hours worked and the
22 underpayment of minimum wages and overtime wages owed to Aggrieved Employees.

23 57. Based on information and belief, Aggrieved Employees were also pressured to
24 complete at least some of their work tasks off-the-clock in order to meet DEFENDANTS' goals and
25 expectations.

26 58. For example, based on information and belief, Aggrieved Employees were required
27 to complete off-the-clock work outside of scheduled shifts due to, including but not limited to,
28 DEFENDANTS' policy documents and/or other work-related documents they were required to

1 review and/or work-related phone calls and/or messages they received to their phones and were
2 required to respond to, including but not limited to, communications from supervisors regarding
3 scheduling and/or other work tasks, resulting in the underpayment of wages owed to Aggrieved
4 Employees.

5 59. Based on information and belief, DEFENDANTS required Aggrieved Employees to
6 undergo COVID-19 temperature screenings and/or complete questionnaires and/or other screenings
7 prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-
8 shift off-the-clock work and the underpayment of wages owed to Aggrieved Employees.

9 60. Based on information and belief, at times, Aggrieved Employees were not
10 compensated for all time spent performing work on the weekends and/or otherwise outside of
11 scheduled shift times, including but not limited to, attending work-related mandatory meetings
12 and/or were not compensated for all time spent traveling in carrying out the job duties assigned to
13 them by DEFENDANTS, resulting in off-the-clock work and the underpayment of wages owed to
14 Aggrieved Employees.

15 61. Based on information and belief, at times, Aggrieved Employees also were required
16 to perform off-the-clock work duties including but not limited to, at home/remotely, such as but not
17 limited to, completing trainings/continued education courses and/or reviewing policies and/or
18 documents remotely as mandated by DEFENDANTS.

19 62. Based on information and belief, DEFENDANTS failed to pay Aggrieved
20 Employees for time they were required to spend completing orientation, policy questionnaires,
21 and/or time spent completing the onboarding process including but not limited to reviewing various
22 documents and policies provided by DEFENDANTS. Based on information and belief, this work
23 time was completed off-the-clock and was not compensated.

24 63. Based in information and belief, DEFENDANTS implemented a time-rounding
25 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
26 compensable time because the time-rounding system implemented by DEFENDANTS would
27 almost always, if not always, result in understating actual compensable work time.

28 64. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,

1 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
2 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
3 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
4 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
5 forty (40) hours in a week.

6 65. Based on information and belief, DEFENDANTS had actual and/or constructive
7 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
8 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
9 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
10 of California's minimum and overtime wage laws.

11 66. For example, as explained herein, DEFENDANTS issued wage statements to
12 PLAINTIFF that demonstrate DEFENDANTS rounded PLAINTIFF's total hours worked to at least
13 the nearest quarter, half and/or whole hour during most, if not all pay periods during PLAINTIFF's
14 employment, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked
15 and the underpayment of wages owed to PLAINTIFF.

16 67. Based on information and belief, DEFENDANTS failed and continue to fail to pay
17 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
18 in a week.

19 68. Based on information and belief, DEFENDANTS failed and continue to fail to pay
20 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
21 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
22 a work week, in violation of California's overtime laws.

23 69. Based on information and belief, DEFENDANTS calculated the owed overtime
24 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
25 based on the minimum wage established for the cities and/or counties within which Aggrieved
26 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
27 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
28 above the California minimum wage rate.

1 70. Based on information and belief, DEFENDANTS failed to incorporate all non-
2 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple
3 base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the
4 owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed
5 to PLAINTIFF and other Aggrieved Employees.

6 71. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
7 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
8 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
9 (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees
10 were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often
11 being forced to take late meal periods, interrupted meal periods, and/or work through part or all their
12 meal periods due to understaffing, the nature and constraints of their job duties and/or commentary
13 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
14 completely.

15 72. For example, based on information and belief, at times, PLAINTIFF was forced to
16 take late meal periods in order to complete assigned job duties and/or was interrupted during
17 purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS'
18 premises and/or was otherwise required to remain on-duty during unpaid meal periods due to the
19 need to continue assigned job duties.

20 73. Moreover, DEFENDANTS' time records for PLAINTIFF reflect a precisely sixty-
21 minute meal period on the whole and/or half hour on including but not limited to the following
22 dates: May 22, 2023, May 23, 2023, May 24, 2023, May 25, 2023, May 26, 2023, May 30, 2023,
23 May 31, 2023, June 1, 2023, and June 2, 2023. Based on information and belief, DEFENDANTS
24 rounded and/or automatically deducted at least thirty and/or sixty minutes per shift for meal periods
25 that were interrupted, cut short, on-duty and/or worked through completely, resulting in meal period
26 law violations as well as DEFENDANTS' failure to compensate PLAINTIFF for all hours worked
27 and the underpayment of wages owed to PLAINTIFF.

28 74. Also, DEFENDANTS' time records for PLAINTIFF for including but not limited to
16
PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 the following date(s) reveal PLAINTIFF did not clock out for a meal period at all during
2 PLAINTIFF's shift(s) of more than five and one-half hours: June 23, 2023 (showing a shift clock
3 in time of 7:30 a.m. and a shift clock out time of 3:30 p.m. with no clock out for any meal period).
4 Notably, DEFENDANTS' wage statements for PLAINTIFF for including but not limited to, pay
5 period(s) inclusive of those date(s) do not show the payment of any meal period premiums.

6 75. Based on information and belief, Aggrieved Employees were at times interrupted
7 during purported meal periods and/or had meal periods cut short and/or restricted to
8 DEFENDANTS' premises due to the need to continue assigned job duties.

9 76. Based on information and belief, other Aggrieved Employees were consistently
10 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
11 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
12 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and
13 expectations.

14 77. Based on information and belief, DEFENDANTS implemented policies and/or
15 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
16 during unpaid meal periods.

17 78. Based on information and belief, DEFENDANTS required Aggrieved Employees to
18 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
19 into account when scheduling meal periods for Aggrieved Employees. Based on information and
20 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

21 79. Based on information and belief, despite DEFENDANTS' failure to provide lawful
22 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
23 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
24 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
25 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
26 Employees did not receive lawful meal periods.

27 80. Moreover, based on information and belief, Aggrieved Employees who worked shifts
28 of more than ten hours did not receive a second legally compliant thirty (30) minute meal period.

1 81. For example, when PLAINTIFF worked more than ten (10) and/or twelve (12) hours
2 in a shift, PLAINTIFF was usually not provided with a compliant second meal period.

3 82. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
4 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
5 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
6 did DEFENDANTS have any sort of compliant policy in practice.

7 83. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
8 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
9 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally
10 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
11 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
12 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

13 84. Based on information and belief, DEFENDANTS had actual and/or constructive
14 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
15 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
16 violation of California's meal period laws.

17 85. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
18 additional hour of wages at their respective regular rates of compensation for each workday a lawful
19 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
20 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
21 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
22 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
23 compensation for purposes of calculating the owed meal period premium.

24 86. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
25 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
26 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
27 middle of the work period, as required by law.

28 87. PLAINTIFF and other Aggrieved Employees were not adequately informed,

1 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
2 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
3 the taking or timing of duty-free rest periods.

4 88. Based on information and belief, DEFENDANTS did not have a have a compliant
5 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
6 practice.

7 89. For example, based on information and belief, Aggrieved Employees were unable to
8 take compliant rest periods due to their need to complete assigned job duties and/or were unable to
9 take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted
10 to DEFENDANTS' premises.

11 90. For example, based on information and belief, PLAINTIFF was, at times, unable to
12 take compliant rest periods due to PLAINTIFF's need to complete assigned job duties and/or was
13 unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods
14 restricted to DEFENDANTS' premises.

15 91. Based on information and belief, DEFENDANTS did not pay PLAINTIFF a single
16 rest period premium during his employment despite having actual and/or constructive knowledge
17 that DEFENDANTS required PLAINTIFF to work through his rest periods, take
18 interrupted/shortened rest periods and/or remain on duty during any rest periods.

19 92. Based on information and belief, any purported rest periods were interrupted, cut
20 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
21 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
22 completely and/or take non-compliant rest periods.

23 93. Moreover, based on information and belief, DEFENDANTS failed to provide any
24 form of a third rest period on shifts lasting longer than ten hours.

25 94. Based on information and belief, DEFENDANTS implemented policies and/or
26 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
27 DEFENDANTS' control during rest periods.

28 95. For example, based on information and belief, Aggrieved Employees were restricted

1 to the worksite premises and/or were required to monitor work communication devices and/or
2 respond to work communications during purportedly off-duty rest periods, and as such, were not
3 relieved of all duties and DEFENDANTS' control during any rest periods, in violation of California
4 rest period law.

5 96. Based on information and belief, Aggrieved Employees were pressured to complete
6 their work duties according to a designated schedule such that rest periods were only taken once
7 tasks were completed, and/or as time permitted.

8 97. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
9 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
10 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
11 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
12 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
13 shift differential pay, and/or other non-discretionary compensation into the regular rate of
14 compensation for purposes of calculating the owed rest period premium.

15 98. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
16 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
17 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
18 toilet rooms and shall be available to employees during work hours."

19 99. DEFENDANTS' locations/facilities are generally similar in layout and design, and
20 there was, and continues to be, space that allows for a resting facility that employees may use to
21 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
22 Employees with a resting facility within DEFENDANTS' facilities/locations with reasonable or no
23 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
24 suitable breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive
25 to resting, including but not limited to leaning up against the wall, or search for facilities outside of
26 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal
27 vehicles.

28 100. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities

1 during their hours of work, particularly during meal and/or rest periods.

2 101. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved
3 Employees violated and continues to violate the applicable Wage Order, section 13(B) and the
4 California Labor Code, including but not limited to section 1198.

5 102. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
6 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
7 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
8 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
9 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
10 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
11 applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee.

13 103. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
14 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
15 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF
16 and Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
17 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
18 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
19 other off-the-clock work policies and practices described above) which results in a violation of
20 Labor Code section 226(a).

21 104. Based on information and belief, DEFENDANTS issued wage statements to
22 Aggrieved Employees that fail to accurately list all deductions, in violation of Labor Code section
23 226(a)(4).

24 105. Moreover, based on information and belief, DEFENDANTS issued wage statements
25 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
26 other things, failing to list the correct name and/or address of the legal entity that is the employer,
27 in violation of Labor Code section 226(a)(8).

28 106. Based on information and belief, wage statements issued by DEFENDANTS failed

1 to list all applicable hourly rates in effect during the pay period and the corresponding number of
2 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
3 Code section 226(a)(9).

4 107. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
5 not include all of the statutorily required information, including but not limited to, the correct name
6 and/or address of the legal entity that is the employer.

7 108. Based on further information and belief, DEFENDANTS issued wage statements to
8 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
9 wages were paid in violation of Labor Code section 226.

10 109. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
11 Employees that were not accurate and did not include all of the statutorily required information. As
12 such, DEFENDANTS violated Labor Code section 226.

13 110. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
14 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
15 to said employee." Based on information and belief DEFENDANTS made unlawful deductions
16 from Aggrieved Employees paychecks during the relevant period including without limitation,
17 deducting business costs and/or deducting wages for purported overpayments from previous pay
18 periods, unlawfully deducting wages for negligently damaged property and/or unlawfully deducting
19 transaction fees/pay/money card fees and/or deducting costs advanced by DEFENDANTS. Such a
20 practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects
21 DEFENDANTS to civil penalties under Labor Code Section 2699.

22 111. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
23 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
24 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
25 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
26 required by law, including but not limited to the following records: total daily hours worked,
27 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
28 began and ended each work period, time records of meal periods, and accurate itemized wage

1 statements.

2 112. DEFENDANTS have failed and continue to fail to keep accurate and complete
3 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
4 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
5 employer control during unpaid meal periods, failure to record the true start and end times of meal
6 periods, shift start times and shift end times, and other off-the-clock work policies and practices
7 described herein.

8 113. **Unreimbursed Business Expenses.** Based on information and belief,
9 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
10 as a direct consequence of the performance of their job duties without providing reimbursement, in
11 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
12 Aggrieved Employees were improperly required to provide and maintain work tools that are
13 supposed to be the responsibility of the employer.

14 114. Based on information and belief, DEFENDANTS shifted the costs of doing business
15 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
16 to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Aggrieved
17 Employees' personal cell phones/mobile devices, internet and/or data usage for work related
18 purposes, including but not limited to, to receive and respond to work related messages and/or phone
19 calls.

20 115. For example, based on information and belief, Aggrieved Employees were required
21 to receive and respond to work-related calls and/or messages from including but not limited to
22 supervisors and/or other employees regarding scheduling and/or other work tasks and/or were
23 required to download and use work-related applications on their personal cell phones/mobile devices
24 but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

25 116. Based on information and belief, at times, Aggrieved Employees were not
26 reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or
27 cost of fuel when they were required to drive between DEFENDANTS' facilities/job sites, and/or
28 otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS.

1 117. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
2 vehicle(s) to carry out PLAINTIFF's assigned job duties, however, DEFENDANTS did not provide
3 PLAINTIFF with any and/or full reimbursement for these business expenses, including but not
4 limited to, reimbursement for mileage, cost of fuel and/or wear and tear on the vehicle.

5 118. For example, PLAINTIFF was required to travel to and/or between mandatory work-
6 related meetings outside of her scheduled shift times, however, DEFENDANTS failed to provide
7 PLAINTIFF with any and/or full reimbursement for the business expenses PLAINTIFF incurred in
8 connection with being required to use PLAINTIFF's personal vehicle to carry out PLAINTIFF's
9 assigned job duties, such as but not limited to, reimbursement for mileage, cost of fuel and/or wear
10 and tear on the vehicle.

11 119. As such, DEFENDANTS failed to compensate Aggrieved Employees at the legally
12 mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant
13 period.

14 120. Based on information and belief, DEFENDANTS failed to reimburse Aggrieved
15 Employees for expenses associated with having to purchase and/or maintain their own
16 uniforms/work clothing/work shoes/personal protective/safety gear and/or hand tools and/or
17 equipment required to perform their assigned job duties.

18 121. Based on information and belief, at times, DEFENDANTS required Aggrieved
19 Employees to work remotely, including but not limited to, from their homes. As a result of working
20 from home, Aggrieved Employees were required to use their home internet, electricity, and other
21 utilities in the discharge of their job duties.

22 122. Based on information and belief, DEFENDANTS lacked and continue to lack a
23 policy to reimburse employees who regularly increased utility expenses as a result of working from
24 home. Aggrieved Employees' increased utility and internet expenses were expenses for which
25 DEFENDANTS were required to reimburse Aggrieved Employees a reasonable percentage based
26 on their required business use because said expenses were necessarily incurred by Aggrieved
27 Employees as a direct consequence of the discharge of their duties of employment. However,
28 DEFENDANTS failed to reimburse Aggrieved Employees for these business expenses incurred as

1 a result of being required to work from their homes, in violation of California law. For example,
2 based on information and belief, DEFENDANTS required Aggrieved Employees to access certain
3 documents, including but not limited to, pay stubs through DEFENDANTS' online portal using
4 their personal computers and/or cell phones but fails to pay for a portion of Aggrieved Employees'
5 electric and/or internet and/or cell phone bills.

6 123. Based on information and belief, DEFENDANTS fail and continue to fail to
7 reimburse Aggrieved Employees for expenses Aggrieved Employees incurred in connection with
8 DEFENDANTS' mandated testing and/or licensing requirements, and/or expenses incurred in
9 obtaining certifications and/or re-certifications as required by DEFENDANTS.

10 124. As explained above, based on information and belief, DEFENDANTS did not
11 reimburse Aggrieved Employees for the cost of using their personal phone for work related purposes
12 and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
13 protective/safety gear and/or the costs associated with being required to use their personal vehicles
14 to carry out the job duties assigned to them by DEFENDANTS.

15 125. Based on information and belief, Aggrieved Employees were improperly required to
16 pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

17 126. Based on information and belief, DEFENDANTS regularly failed to reimburse and
18 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
19 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
20 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
21 assigned by DEFENDANTS.

22 127. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
23 for all reasonable expenses associated with carrying out their duties required that Aggrieved
24 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
25 2802.

26 128. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
27 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
28 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the

1 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
2 accrued sick leave hours on the correct number of hours worked (as a result of the
3 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
4 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
5 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
6 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
7 compensation into the sick leave pay rate calculation.

8 129. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
9 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
10 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
11 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
12 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
13 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
14 used sick leave and the balance of paid sick leave.

15 130. Based on information and belief, throughout the relevant time period,
16 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
17 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
18 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
19 prior to their respective separations, for as on several occasions thereafter, he or she would have
20 been entitled to use the banked sick leave and earn appropriate compensation.

21 131. Upon information and belief, DEFENDANTS failed and continue to fail to comply
22 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
23 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
24 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
25 wages.

26 132. As such, DEFENDANTS have violated California's paid sick leave laws and
27 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
28 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These

1 unlawful practices and policies violate Labor Code sections 245-248.5.

2 133. **Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,
3 employees shall be provided with suitable seats when the nature of the work reasonably permits the
4 use of seats and when they are not actively engaged in the work duties that would not permit them
5 to be seated.

6 134. All applicable IWC Wage Orders, Section 14(A-B) provides:

7 (A) All working employees shall be provided with suitable seats when the nature of the
8 work reasonably permits the use of seats.

9 (B) When employees are not engaged in the active duties of their employment and the
10 nature of the work requires standing, an adequate number of suitable seats shall be placed in
11 reasonable proximity to the work area and employees shall be permitted to use such seats when it
12 does not interfere with the performance of their duties.

13 135. Suitable seating is one of the worker protections covered by California's Wage
14 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
15 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
16 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

17 136. Based on information and belief, DEFENDANTS failed to provide Aggrieved
18 Employees with suitable seating, and when such employees were not engaged in duties which
19 required them to stand, no seating was placed in reasonable proximity to their workstations.

20 137. Moreover, based on information and belief, the nature of the work reasonably
21 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
22 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
23 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
24 of seats would not interfere with the performance of their duties.

25 138. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
26 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
27 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
28 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation

1 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
2 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation
3 of California law, including but not limited to, Labor Code section 227.3.

4 **139. Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
5 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
6 were due and owing upon termination or resignation. Based on information and belief,
7 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
8 requirements of Labor Code sections 201-202.

9 **140.** Upon separation of employment, Aggrieved Employees' final paychecks were not
10 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
11 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
12 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
13 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
14 accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate
15 including non-discretionary compensation, including but not limited to, shift differentials).

16 **141.** For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck
17 at the time of PLAINTIFF's termination. Instead, PLAINTIFF was required to wait at least
18 approximately one week – i.e. until on or after end of the pay period following her date of
19 termination – to receive her final paycheck, and PLAINTIFF's late final paycheck was devoid of all
20 wages, including but not limited to, all owed minimum wages, overtime wages, premium wages,
21 vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including
22 but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
23 discretionary compensation, including but not limited to, any shift differentials).

24 **142.** For example, DEFENDANTS' time records for PLAINTIFF show that PLAINTIFF
25 last worked for DEFENDANTS on July 7, 2023, yet, DEFENDANTS' final paycheck for
26 PLAINTIFF is dated July 13, 2023, and PLAINTIFF's late final paycheck is devoid of all wages
27 owed, including without limitation, all owed minimum wages, overtime wages, premium wages,
28 vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including

1 but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
2 discretionary compensation, including but not limited to, any shift differentials).

3 143. Based on further information and belief, DEFENDANTS failed to timely provide all
4 owed wages immediately upon discharge of employment. Based on information and belief, at times,
5 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
6 Aggrieved Employees would not be called in for work for longer than a single pay period due to
7 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
8 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
9 the end of such periods of employment, in violation of including but not limited to Labor Code
10 section 201-202.

11 144. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
12 employee who is discharged shall be paid at the place of discharge, and every employee who quits
13 shall be paid at the office or agency of the employer in the county where the employee has been
14 performing labor. All payments shall be made in the manner provided by law.

15 145. Based on information and belief, DEFENDANTS have a policy and practice of
16 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
17 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
18 office or agency of DEFENDANTS in the county where the work was performed, in violation of
19 Labor Code Section 208.

20 146. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

21 Unlawful Agreements.

22 147. Labor Code section 432.5 provides that "no employer...shall require any employee
23 or applicant for employment to agree, in writing, to any term or condition which is known by such
24 employer...to be prohibited by law." Based on information and belief, DEFENDANTS required
25 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
26 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
27 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
28 meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements

1 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
2 employment in violation of Labor Code section 432.5.

3 148. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
4 employment, continued employment, or the receipt of any employment-related benefit, require any
5 applicant for employment or any employee to waive any right...”Based on information and belief,
6 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
7 signed as a condition of employment, including but not limited to, during the onboarding process.
8 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
9 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
10 invalid waivers are otherwise unlawful under Labor Code section 432.6.

11 149. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
12 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
13 432.5.

14 Unlawful Inquires into Criminal History

15 150. Labor Code section 432.7 prohibits an employer from asking applicants about past
16 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
17 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
18 convictions on its employment application, in violation of California law.

19 151. Upon information and belief, DEFENDANTS, in violation of California law,
20 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
21 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
22 employment and/or otherwise impermissibly inquired into criminal history on its employment
23 application in violation of California law, and in violation of Labor code section 432.5.

24 152. **Violation of Labor Code Section 432.6.** Based on information and belief,
25 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
26 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
27 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
28 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as

1 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
2 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

3 153. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
4 engaged in these same herein described unlawful practices, which led to violations of the California
5 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
6 unlawful practices to other Aggrieved Employees that it applied to PLAINTIFF.

7 **FIRST CAUSE OF ACTION**
8 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
9 **2698, *ET SEQ.***

10 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
11 **Defendants)**

12 154. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 **Failure to Keep Accurate Records**

14 155. California Labor Code § 1174 requires employers to keep “accurate and complete”
15 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
16 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
17 times during which all owed meal periods were provided each day.

18 156. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
19 and complete records as required by law, including but not limited to the following records: total
20 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
21 Aggrieved Employees began and ended each work period, time records of meal periods, and
22 accurate itemized wage statements.

23 157. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
24 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
25 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
26 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
27 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
28 period during which the referenced statutes and Wage Order provisions were violated.²

² Labor Code § 2699(f); Labor Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); ; All applicable wage orders, § 20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the

1
2 **Meal Period Violations**

3 158. California law requires employers to provide employees a duty-free, uninterrupted
4 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
5 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
6 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
7 *Court* (2012) 53 Cal.4th 1004.

8 159. Employers must also provide employees with a second duty-free, uninterrupted thirty
9 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
10 be provided before the end of the 10th hour of work. *Ibid.*

11 160. Employers covered by any and all applicable IWC Wage Orders have an obligation
12 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
13 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
14 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
15 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
16 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
17 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
18 provided”).

19 161. Employers must pay employees an additional hour of wages at the employees’
20 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
21 meal period, first meal period provided after five (5) hours, second meal period provided after 10
22 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
23 provide an employee a meal period in accordance with the applicable provision of this Order, the
24 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
25 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

26 162. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
27 _____
28 employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for
each underpaid employee for each pay period during which the employee was underpaid”) (emphasis added).

1 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
2 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
3 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
4 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
5 periods completely.

6 163. Based on information and belief, DEFENDANTS had and continue to have a policy
7 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
8 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and
9 Aggrieved Employees did not receive compliant meal periods.

10 164. Moreover, based on information and belief, Aggrieved Employees did not receive a
11 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

12 165. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
13 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
14 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
15 violation of California's meal period laws.

16 166. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
17 periods in violation of California law and/or failed to pay the proper meal period premium for failure
18 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
19 differential pay and/or other non-discretionary compensation into the regular rate or compensation
20 for purposes of calculating the owed meal period premium.

21 167. These unlawful meal period policies and practices result in violations of Labor Code
22 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
23 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
24 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
25 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

26 **Rest Period Violations**

27 168. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
28 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours

1 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
2 “insofar as practicable.” In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),
3 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
4 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
5 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
6 1029). The rest period requirement obligates employers to permit and authorize employees to take
7 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
8 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
9 257. If the employer fails to provide any required rest period, the employer must pay the employee
10 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
11 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
12 applicable IWC Wage Order, §12(B).

13 169. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
14 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
15 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
16 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
17 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
18 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
19 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
20 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
21 “onus is on the employer to clearly communicate the authorization and permission [to take rest
22 periods] to its employees.”).

23 170. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
24 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
25 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
26 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
27 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
28 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

1 171. Based on information and belief, DEFENDANTS implemented policies and/or
2 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
3 employer control during rest periods. Based on further information and belief, Aggrieved
4 Employees were pressured to complete their work duties according to a designated schedule such
5 that rest periods were only taken once tasks were completed, and/or as time permitted.

6 172. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
7 first, second, or third rest periods as required by California law.

8 173. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
9 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
10 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
11 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
12 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
13 the regular rate of compensation for purposes of determining the owed rest period premium.

14 174. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
15 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
16 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

17 **Failure to Provide Suitable Resting Facilities**

18 175. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
19 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
20 shall be provided in an area separate from the toilet rooms and shall be available to employees during
21 work hours.”

22 176. DEFENDANTS’ locations/facilities are generally similar in layout and design, and
23 there was, and continues to be, space that allows for a resting facility that employees may use to
24 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
25 Employees with a resting facility within DEFENDANTS’ facilities/locations with reasonable or no
26 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
27 suitable breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive
28 to resting, including but not limited to leaning up against the wall, or search for facilities outside of

1 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal
2 vehicles.

3 177. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
4 during their hours of work, particularly during meal and/or rest periods.

5 178. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved
6 Employees violated and continues to violate the applicable Wage Order, section 13(B) and the
7 California Labor Code, including but not limited to section 1198.

8 **Minimum and Overtime Wage Violations**

9 179. California law provides that employees in California must be paid for all hours
10 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
11 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
12 The minimum wage standard applies to each hour employees worked for which they were not paid.
13 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
14 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
15 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

16 180. California law also provides that employees in California must be paid overtime,
17 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
18 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
19 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
20 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
21 consecutive day of work in a work week. *Ibid.*

22 181. As explained above, DEFENDANTS violated California's minimum and overtime
23 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
24 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
25 start and end times and meal period start and end times), payment according to scheduled hours
26 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
27 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
28 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

1 182. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
2 Aggrieved Employees for all hours worked.

3 183. Based on information and belief, DEFENDANTS had actual or constructive
4 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
5 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
6 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
7 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
8 Employees.

9 184. Based on information and belief, DEFENDANTS calculated the owed overtime
10 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
11 based on the minimum wage established for the cities and/or counties within which Aggrieved
12 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
13 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
14 above the California minimum wage rate.

15 185. Based on information and belief, DEFENDANTS failed and continue to fail to pay
16 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
17 in a week.

18 186. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
19 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
20 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
21 violation of California's overtime laws.

22 187. Based on information and belief, DEFENDANTS further violated California's
23 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
24 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
25 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
26 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
27 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
28 other Aggrieved Employees.

1 188. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
2 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
3 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
4 Wage Orders, section 20.

5 **Statutory Wage Violations**

6 189. California Labor Code section 223 makes it unlawful for an employer to secretly pay
7 wages lower than required by statute while purporting to pay legal wages. As described above,
8 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
9 earned minimum and overtime compensation for all hours worked which resulted in the payment of
10 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
11 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
12 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
13 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
14 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
15 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
16 Labor Code § 2699(f)-(g).

17 **Refusal to Make Payment**

18 190. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
19 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
20 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
21 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
22 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
23 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
24 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
25 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

26 _____
27 ³ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

1 **Standard Conditions of Labor Violations**

2 191. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
3 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
4 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
5 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS’
6 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
7 minimum/overtime wages and other violations described herein result in separate violations of
8 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
9 1197.1 and 2699.

10 **Business Expense Violations**

11 192. California law requires employers to indemnify their employees for all necessary
12 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
13 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
14 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
15 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
16 incurred by the employee enforcing the rights granted by this section.”

17 193. Among other things, under California law, when employees must use their personal
18 cellphones for work-related purposes, the employer must reimburse them for a reasonable
19 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
20 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
21 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
22 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
23 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
24 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

25 194. Further, “any contract or agreement, express or implied, made by any employee to
26 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
27 any employee or his personal representative of any right or remedy to which he is entitled to under
28 the laws of this State.” *See* Cal. Lab. Code section 2804.

1 195. As described above, PLAINTIFF and the Aggrieved Employees were improperly
2 required to pay for business expenses that are legally the responsibility of the employer.

3 196. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
4 full reimbursement for all reasonable expenses associated with carrying out their duties required
5 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
6 expenses in violation of Labor Code section 2802.

7 197. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
8 Employees have suffered injury in that they were not completely reimbursed as mandated by
9 California law.

10 198. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
11 full reimbursement for all reasonable expenses associated with carrying out their duties required
12 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
13 expenses in violation of Labor Code section 2802.

14 199. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
15 Employees have suffered injury in that they were not completely reimbursed as mandated by
16 California law.

17 200. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
18 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
19 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
20 Code § 2802 and the applicable Wage Order.

21 **Wage Statement Violations**

22 201. California law requires every employer semi-monthly or at the time of each payment
23 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
24 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
25 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
26 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
27 is paid; (7) the name of the employee and only the last four digits of his or her social security number
28 or an employee identification number other than a social security number; (8) the name and address

1 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

3 202. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
4 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
5 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
6 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
7 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
8 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
9 effect during the pay period and the corresponding number of hours worked at each hourly rate by
10 the employee, in violation of Labor Code section 226(a)(9).

11 203. Moreover, due to violations detailed above, including but not limited to,
12 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
13 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
14 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
15 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
16 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
17 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
18 compensation earned during the pay period into the regular rate of pay for purposes of calculating
19 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
20 overtime worked by PLAINTIFF and other Aggrieved Employees.

21 204. As explained above, wage statements issued by DEFENDANTS failed to list the
22 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
23 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
24 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
25 described above), which results in a violation of Labor Code section 226(a).

26 205. Failure to list all hours worked on a wage statement, gives rise to an inference of
27 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
28 1308, 1337).

1 206. Based on information and belief, wage statements issued by DEFENDANTS failed
2 to list all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
4 Code section 226(a)(9).

5 207. Separately, and independent from the above allegations, based on information and
6 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
7 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
8 entity that is the employer.

9 208. DEFENDANTS' failure to accurately list all hours worked on all wage statements
10 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
11 Employees over whether they received all wages owed to them.

12 209. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
13 they could not easily determine whether they received all wages owed to them and whether they
14 were paid for all hours worked.

15 210. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
16 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
17 injury as they could not contact their employer regarding any question(s) they had about wages paid.

18 211. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
19 Aggrieved Employees with accurate, itemized wage statements.

20 212. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
21 Employees have suffered injury. The absence of accurate information on their wage statements has
22 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
23 mathematical computations to determine the amount of wages owed, and will cause difficulty and
24 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
25 submission of inaccurate information about wages and amounts deducted from wages to state and
26 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
27 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
28 and pay records than if DEFENDANT had complied with its legal obligations.

213. These violations subject DEFENDANTS to civil penalties under Labor Code § 226. Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated. ⁴

Unlawful Deductions

214. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” Based on information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees paychecks during the relevant period. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

215. Each violation results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Seating Violations

216. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

217. All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

⁴ Labor Code § 226.3 (establishing that the civil penalty is ~~43~~ ³ per employee per violation”).

1 218. Suitable seating is one of the worker protections covered by California's Wage
2 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
3 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
4 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

5 219. Based on information and belief, DEFENDANTS failed to provide Aggrieved
6 Employees with suitable seating, and when such employees were not engaged in duties which
7 required them to stand, no seating was placed in reasonable proximity to their workstations.

8 220. Moreover, based on information and belief, the nature of the work reasonably
9 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
10 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
11 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
12 of seats would not interfere with the performance of their duties.

13 221. The Aggrieved Employees worked in various positions. The nature of Aggrieved
14 Employees' work reasonably permitted the use of seats. However, DEFENDANTS failed to provide
15 suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section
16 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting
17 DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each violation of each
18 Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, results in a
19 separate civil penalty.

20 **Sick Leave Violations**

21 222. DEFENDANTS violated California's paid sick leave laws including, Labor Code
22 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
23 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
24 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
25 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
26 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
27 compensation into the sick leave pay rate calculation.

28 223. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
44
PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
2 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
3 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
4 Aggrieved Employees’ intelligent exercise of their paid sick leave.

5 224. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
6 their paid sick leave at least prior to their respective separations, for as on several occasions
7 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
8 compensation.

9 225. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
10 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
11 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
12 were entitled to the maximum number of hours accruable.

13 226. Upon information and belief, DEFENDANTS failed and continue to fail to comply
14 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
15 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
16 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
17 wages.

18 227. These practices violated California’s sick leave laws, Labor Code section 245, *et seq.*

19 228. On information and belief, PLAINTIFF alleges that all of these practices were
20 experienced and continue to be experienced by other Aggrieved Employees.

21 229. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
22 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
23 seeks injunctive relief, attorney’s fees, declaratory relief, and penalties as permitted by law.

24 **Failure to Pay Vested Vacation/Paid Time Off**

25 230. California Labor Code section 227.3 provides that when an employer policy provides
26 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
27 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
28 employee’s final rate in accordance with such contract of employment or employer policy respecting

1 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
2 off upon termination.

3 231. Based on information and belief, DEFENDANTS had and continue to have a
4 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
5 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
6 to Aggrieved Employees upon separation of employment, in violation of California law, including
7 but not limited to, Labor Code section 227.3.

8 **Untimely Payment of Final Wages**

9 232. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
10 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
11 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
12 employee not having a written contract for a definite period quits his or her employment, his or her
13 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
14 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
15 to his or her wages at the time of quitting.”

16 233. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
17 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
18 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
19 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
20 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
21 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

22 234. Based in information and belief, DEFENDANTS failed and continue to fail to timely
23 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in
24 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF
25 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
26 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
27 sick leave and/or paid time off wages at the properly accrued rates.

28 235. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
46
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
2 256.

3 **Violation of Labor Code Section 208**

4 236. Labor Code Section 208 provides: Every employee who is discharged shall be paid
5 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
6 employer in the county where the employee has been performing labor. All payments shall be made
7 in the manner provided by law.

8 237. Based on information and belief, DEFENDANTS have a policy and practice of
9 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
10 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
11 office or agency of DEFENDANTS in the county where the work was performed, in violation of
12 Labor Code Section 208.

13 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

14 *Unlawful Agreements.*

15 238. Labor Code section 432.5 provides that “no employer...shall require any employee
16 or applicant for employment to agree, in writing, to any term or condition which is known by such
17 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
18 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
19 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
20 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
21 meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements
22 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
23 employment in violation of Labor Code section 432.5.

24 239. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
25 employment, continued employment, or the receipt of any employment-related benefit, require any
26 applicant for employment or any employee to waive any right...”Based on information and belief,
27 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
28 signed as a condition of employment, including but not limited to, during the onboarding process.

1 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
2 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
3 invalid waivers are otherwise unlawful under Labor Code section 432.6.

4 240. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
5 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
6 432.5.

7 Unlawful Inquires into Criminal History

8 241. Labor Code section 432.7 prohibits an employer from asking applicants about past
9 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
10 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
11 convictions on its employment application, in violation of California law.

12 242. Upon information and belief, DEFENDANTS, in violation of California law,
13 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
14 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
15 employment and/or otherwise impermissibly inquired into criminal history on its employment
16 application in violation of California law.

17 243. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
18 Code section 432.7. By asking about convictions at the application phase or prior to extending an
19 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
20 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
21 disclose arrests and/or convictions as a condition of employment.

22 **Violation of Labor Code Section 432.6**

23 244. Based on information and belief, DEFENDANTS required Aggrieved Employees to
24 sign meal period waivers that were universally signed as a condition of employment, including but
25 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful
26 under Labor Code section 432.6.

27 245. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of
28 employment, continued employment, or the receipt of any employment-related benefit, require any

1 applicant for employment or any employee to waive any right...”

2 246. Labor Code Section 432.6(b) provides in pertinent part:

3 247. “An employer shall not threaten, retaliate, or discriminate against, or terminate any
4 applicant for employment or any employee because of the refusal to the waiver of any right...”

5 248. Based on information and belief, DEFENDANTS require/required Aggrieved
6 Employees to waive their right to first and/or second meal periods as a condition of working for
7 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not
8 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved
9 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,
10 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their
11 refusal to waive their meal period rights.

12 249. Under the provisions of PAGA and the above mentioned Labor Code sections,
13 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
14 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,
15 1197.1, 1198, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
16 interpretations of these laws by California Courts and administrative bodies, as well as any other
17 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- 18 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
19 relevant California Labor Code provisions listed herein only if permitted by the
20 PAGA statute, pursuant to Labor Code section 2699(a); and
21 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
22 violations without a civil penalty recoverable under the PAGA, all in the default
23 amounts provided by Labor Code section 2699(f).

24 250. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
25 PLAINTIFF is entitled to recover civil penalties, costs, and attorney’s fees..

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of
3 PLAINTIFF, the State of California, and all Aggrieved Employees:

- 4 1. For civil penalties under Labor Code Section 2699 (75% payable to the
5 LWDA and 25% payable to Aggrieved Employees);
- 6 2. For an order temporarily, preliminarily and permanently enjoining and
7 restraining DEFENDANTS from engaging in similar unlawful conduct as set
8 forth herein;
- 9 3. For reasonable attorney's fees and costs of suit; and
- 10 4. For such other and further relief that the Court deems just and proper.

11 Dated: September 3, 2024

CROSNER LEGAL, PC

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13 By: _____


14 Jamie K. Serb, Esq.
15 Brandon Brouillette, Esq.
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17 Attorneys for Plaintiff
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