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on behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles
08/21/2025
David W. Slayton, Executive Officer / Clerk of Court
By: T. Carter Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FIDENCIO PEREZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALO COSTA MESA LLC, a California
limited liability company; CALO LAGUNA
NIGUEL, LLC, a California limited liability
company; CALO EL SEGUNDO, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV18135

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

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 12 behalf of all others similarly situated,

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16 CALO COSTA MESA LLC, a California
 17 limited liability company; CALO LAGUNA
 18 NIGUEL, LLC, a California limited liability
 19 company; CALO EL SEGUNDO, LLC, a
 20 California limited liability company; and
 21 DOES 1 through 100, inclusive,

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DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff FIDENCIO PEREZ, on behalf of Plaintiff and all others similarly situated, alleges as follows:

2 **GENERAL ALLEGATIONS**

3 **INTRODUCTION**

4 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Calo
5 Costa Mesa LLC, Calo Laguna Niguel LLC, and Calo El Segundo, and any of their respective
6 subsidiaries or affiliated companies within the State of California (collectively “CALO” and
7 collectively, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff
8 and all other current and former non-exempt California employees employed by or formerly employed
9 by Defendants (“Class Members”).

10 2. This is a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against
12 Defendants, and any of its respective subsidiaries or affiliated companies within the State of
13 California as a proxy of the Labor and Workforce Development Agency of the State of
14 California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt
15 employees of Defendants working within the Civil Penalty Period, as further defined herein,
16 and, as it pertains to the alleged claims for failure to comply with the Labor Code.
17 Specifically, in connection with the alleged claims for failure to comply with Labor Code
18 sections 200, 201, 201.5, 202, 203, 204, 206.5, 210, 212, 221, 223, 222.5, 226, 226.2, 226.3,
19 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 510, 512, 558, 1102.5, 1182.12, 1194, 1194.2,
20 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5, Plaintiff seeks to represent all employees of
21 CALO, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and
22 affiliates (hereinafter, collectively, “Defendants”) working within one year preceding the date
23 of the LWDA Letter and continuing past the date of this Complaint into perpetuity (“Civil
24 Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-
25 exempt employees of Defendants working within the Civil Penalty Period. Collectively, those
26 employees shall be known as “Aggrieved Employees” herein.

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1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff FIDENCIO PEREZ is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, restaurant
6 cooking, food preparation, and dish washing. Plaintiff is informed and believes, and based thereon
7 alleges, that Plaintiff FIDENCIO PEREZ worked for Defendants from approximately September of
8 2023 through approximately June of 2024.

9 **B. Defendants**

10 4. Plaintiff is informed and believes and based thereon alleges that Defendant CALO is,
11 and at all times relevant hereto was, a limited liability company organized and existing under and by
12 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
13 California. At all relevant times herein, CALO employed Plaintiff and similarly situated employees
14 within the State of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 **JURISDICTION**

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

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

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

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

26 16. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
27 200, 201, 201.3, 202, 203, 204, 206.5, 210, 212, 221, 223, 222.5, 226, 226.2, 226.3, 227.3, 232,

232.5, 245, 246, 432, 432.3, 432.5, 510, 512, 558, 1102.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.3, and 2810.5 among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 83997.4, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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

18. On or around June 28, 2024, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendant Calo Costa Mesa LLC's violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendant Calo Costa Mesa LLC, and each of them. On or around August 29, 2024, Plaintiff provided an amended written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendant Calo Costa Mesa LLC's violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendant Calo Costa Mesa LLC. On or around June 4, 2025, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

FACTUAL BACKGROUND

19. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours

1 worked on the seventh consecutive work day in a work week by, among other things, failing to
2 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
3 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
4 requiring Plaintiff and Class Members: to come early to work and leave late work without being able
5 to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
6 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
7 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
8 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the
9 clock, to drive off the clock, and/or go through security screenings and/or temperature checks off the
10 clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive
11 pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular
12 rate of pay for the pay periods where overtime was worked and the additional compensation was
13 earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
14 entries, editing and/or manipulation of time entries; and by attempting but failing to properly
15 implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to
16 implement a written agreement designating the regularly scheduled alternative workweek in which
17 the specified number of work days and work hours are regularly recurring; failing to adopt the AWS
18 in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the
19 affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any
20 AWS election; and/or failing to register an AWS election with the State of California, as required by
21 Labor Code section 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

22 20. For at least four (4) years prior to the filing of this Action and continuing to the present,
23 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
24 them, in violation of California state wage and hour laws as a result of, among other things, at times,
25 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
26 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
27 including, without limitation, by requiring Plaintiff and Class Members: to come early to work and
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1 leave late work without being able to clock in for all that time, to suffer under Defendants' control
2 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks
3 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
4 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
5 clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time
6 entries; editing and/or manipulation of time entries to show less hours than actually worked; failing
7 to pay split shift premiums; and failing to pay reporting time pay to the detriment of Plaintiff and
8 Class Members.

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

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

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

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

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

8 26. For at least three (3) years prior to the filing of this action and continuing to the present,
9 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
10 in laundering and purchasing mandatory work uniforms.

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

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

19 29. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
20 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
21 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
22 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
23 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
24 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper
25 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

5 **CLASS ACTION ALLEGATIONS**

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

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

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

17 **A. Numerosity**

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

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

26 **B. Commonality**

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

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

3 N. Are Class Members entitled to restitution of wages under Business and Professions
4 Code section 17203?

5 O. Are Class Members entitled to costs and attorneys' fees?

6 P. Are Class Members entitled to interest?

7 **C. Typicality**

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

13 **D. Adequacy of Representation**

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

17 **E. Superiority of Class Action**

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

24 40. Class action treatment will allow Class Members to litigate their claims in a manner
25 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
26 any difficulties that are likely to be encountered in the management of this action that would preclude
27 its maintenance as a class action.
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43. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to provide Plaintiff and other Aggrieved Employees a thirty (30) minute uninterrupted,

1 timely, and complete meal period for days on which the employee worked in excess of five (5) and
2 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
3 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
4 not providing timely meal periods; failing to provide first and second meal periods; providing short
5 meal periods; requiring that employees carry cellular telephones during meal periods; not permitting
6 employees to leave the premises; auto-deducting meal periods that could not be auto-deducted by law
7 or during which employees worked, as required by California wage and hour laws.

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

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

24 46. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
26 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment under
27 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
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1 Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to calculate
2 their unpaid wages and/or premium payments, to the detriment of Plaintiff and other Aggrieved
3 Employees.

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

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

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

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

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

5 52. At all relevant times mentioned herein, Defendants have had a policy or practice of
6 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code Section
7 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar
8 month shall be paid for between the 16th and 26th day of the month during which the labor was
9 performed, and labor performed between the 16th and the last day, inclusive of any calendar month,
10 shall be paid for between the 1st and 10th day of the following month.”

11 53. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
13 and experience they obtained at Defendants for purposes of competing with Defendants, including,
14 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
15 a prospective employer, and from disclosing who else works at Defendants and under what
16 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
17 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
18 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code
19 sections 232, 232.5, and 1197.5, subdivision (k).

20 54. Defendants had and have a policy or practice of preventing Plaintiff and/or other
21 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants to
22 their managers or outside to private attorneys or government officials, among others, in violation of
23 Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5.
24 In addition, Plaintiff is informed and believes that Defendants’ herein-described policies and/or
25 practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information about
26 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
27 Code section 232 and 232.5.

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

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

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

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

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

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

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

61. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more

1 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
2 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
3 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
4 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
5 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
6 early to work and leave late work without being able to clock in for all that time, to suffer under
7 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
8 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
9 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company
10 meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through
11 security screenings and/or temperature checks off the clock; failing to include all forms of
12 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
13 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
14 where overtime was worked and the additional compensation was earned for the purpose of
15 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
16 manipulation of time entries; and by attempting but failing to properly implement an alternative
17 workweek schedule ("AWS") (including, without limitation, by failing to implement a written
18 agreement designating the regularly scheduled alternative workweek in which the specified number
19 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot
20 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees
21 in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
22 failing to register an AWS election with the State of California, as required by Labor Code section
23 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

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

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

6 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

7 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

13 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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1 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

11 **SEVENTH CAUSE OF ACTION**

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

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

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

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

21 105. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
22 independent and apart from, any other penalty provided in this article, every person who fails to pay
23 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
24 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
25 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
26 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
27 percent of the amount unlawfully withheld.”
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1 106. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants employed policies
3 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
4 Labor Code section 204.

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

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

13 **EIGHTH CAUSE OF ACTION**

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

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

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

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

22 112. For three (3) years prior to the filing of the Complaint in this Action through the
23 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
24 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
25 obedience to the directions of Defendants that included, without limitation: laundering and purchasing
26 mandatory work uniforms.

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

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

6 115. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
7 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
8 for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

9 **NINTH CAUSE OF ACTION**

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

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

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

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

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

24 120. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
25 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
26 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
27 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and
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1 Class Members, on the one hand, and Defendants, on the other hand.

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

5 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

5 **ELEVENTH CAUSE OF ACTION**

6 **(Civil Penalties under the Private Attorneys' General Act (2004) – Against All Defendants)**

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

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

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

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

22 130. At all relevant times herein, Defendants have had a consistent policy or practice of
23 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
24 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
25 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
26 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
27 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
28

1 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
2 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
3 connection with each payment that was made in violation of Labor Code section 204.

4 Civil Penalties Under Labor Code § 226.3

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

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

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

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

26 135. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
27 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
28

1 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
2 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
3 for each subsequent violation.

4 Violation of Labor Code § 558

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

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

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

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

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

23 138. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
25 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
26 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
27 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

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

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

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

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

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

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

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

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

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."
28

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

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

15 Civil Penalties Under Labor Code § 2699

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

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

24 150. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
25 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
27 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.
28

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

DEMAND FOR JURY TRIAL

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

PRAYER

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

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- I. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- J. Penalties to timely pay wages under Labor Code section 210;
- K. Damages under Labor Code sections 2802 and 558.1;
- L. Preliminary and permanent injunctions prohibiting Defendants from further violating

the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;

M. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;

N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

O. For attorneys' fees in prosecuting this action;

P. For costs of suit incurred herein; and

Q. For such other and further relief as the Court deems just and proper.

Dated: August 21, 2025

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sareen K. Khakh

David D. Bibiyan
Calyn V. Hadlock
Sareen K. Khakh

Attorneys for Plaintiff FIDENCIO PEREZ and on
behalf of all others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On August 21, 2025, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT** to be served on the following person(s) at the addresses listed:

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
Greg Labate (Cal. Bar. No. 149918)
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714.513.5130



BY E-MAIL OR ELECTRONIC TRANSMISSION:

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on August 21, 2025, at Los Angeles, California.

/s/ Dariane Rose
Dariane Rose