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MBOKA, STEPHANIE VAZQUEZ,
MONIQUE DEJARNETT, and JORDAN
DEJARNETT as aggrieved employees, and
on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

FANTA KARIMU MBOKA, STEPHANIE
VAZQUEZ, MONIQUE DEJARNETT, and
JORDAN DEJARNETT, as aggrieved
employees, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiffs,

v.

TELECARE CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Donna Benz, Deputy

\$435 PAID

CASE NO.: CV-25-006515

REPRESENTATIVE ACTION

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

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

This case has been assigned to Judge _____.

Department _____, for all purposes including Trial.

Plaintiffs FANTA KARIMU MBOKA (“Plaintiff Mboka”), STEPHANIE VAZQUEZ (“Plaintiff Vazquez”), MONIQUE DEJARNETT (“Plaintiff M. Dejarnett”), and JORDAN DEJARNETT (“Plaintiff J. Dejarnett,” collectively, “Plaintiffs”), as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, allege as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys' General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against TELECARE CORPORATION, a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("Telecare" and collectively, with DOES 1 through 100, as further defined below, "Defendants"), as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3, 231, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 450, 1102.5, 1197.5, 1198, and 1198.5, Plaintiffs seek to represent all employees of Telecare, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants") working within three years preceding the date of filing Notice with the LWDA and continuing past the LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt employees of Defendants working within the Civil Penalty Period. Collectively, those employees shall be known as "Aggrieved Employees" herein.

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

3. Venue is proper in Stanislaus County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Stanislaus County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in

1 which performance of the employment contract, or part of it, between Plaintiffs and Defendants was
2 due to be performed; the county in which the employment contract, or part of it, between Plaintiffs
3 and Defendants was actually performed; and the county in which Defendants, or some of them,
4 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Aggrieved
5 Employees in Stanislaus County, and because Defendants employ Aggrieved Employees in
6 Stanislaus County.

7 4. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
8 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
9 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seeks
10 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
11 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
12 for Plaintiffs and all other current and former Aggrieved Employees of Defendants during the Civil
13 Penalty Period.

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

18 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
19 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233,
20 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174,
21 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5, 2699, among
22 others, California Code of Regulations, Title 8, Sections 1527, 3366, Business and Professions Code
23 sections 16600, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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

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1 8. On or around June 27, 2024, Plaintiff Mboka provided written notice pursuant to
2 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
3 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
4 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
5 them.

6 9. On or around August 29, 2024, Plaintiff Mboka provided written amended notice
7 pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested,
8 of Defendants' violation of various, including the herein-described, provisions of the Labor Code,
9 to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
10 them.

11 10. On or around April 29, 2025, Plaintiff Mboka, Plaintiff Vazquez, Plaintiff M.
12 DeJarnett, and Plaintiff J. DeJarnett provided written amended notice pursuant to Labor Code section
13 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of
14 various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by
15 certified mail, with return receipt requested to Defendants, and each of them.

16 11. To the extent Defendants, or either of them, previously used the notice and cure
17 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
18 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
19 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
20 conference process pursuant to section 2699.3(f).

21 12. In the event that Defendants, or either of them, is/are determined to have satisfied
22 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
23 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
24 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

25 13. In the event that Defendants, or either of them, is/are determined to have, prior to
26 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
27 Plaintiffs and/or their counsel, adequately taken all reasonable steps to be in compliance with all
28

1 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
2 section 2699(g)(1)-(3).

3 14. In the event that Defendants, or either of them is/are deemed to have adequately taken
4 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
5 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
6 Code section 2699(h)(1)-(3).

7 15. Plaintiffs are further informed and believe that within five (5) years of any of
8 violations described above, the LWDA or a court has issued a finding or determination to the
9 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
10 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
11 Labor Code section 2699(f)(2)(B)(i). Plaintiffs are informed that Defendants, or any of them,
12 was/were found to have unlawfully committed some or all of the above-related Labor Code
13 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
14 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
15 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
16 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
17 herein was and is malicious, fraudulent, and/or oppressive, the Defendants are thus is subject to
18 increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections
19 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h),
20 for remedying violations either prior to or after the Defendants' receipt of this notice.

21 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
22 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
23 calendar days of the June 27, 2024 postmarked date of the herein-described notice sent by Plaintiff
24 Mboka to the LWDA and Defendants, the August 29, 2024 postmarked date of the herein-described
25 amended notice sent by Plaintiff Mboka to the LWDA and Defendants, or the April 29, 2025
26 postmarked date of the herein-described amended notice sent by Plaintiffs to the LWDA and
27 Defendants.

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PAGA REPRESENTATIVE ALLEGATIONS

17. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, had and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay overtime as required by Labor Code section 226.2, all to the detriment of Plaintiffs and other Aggrieved Employees. Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Plaintiffs and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the Civil Penalty Period. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to

1 such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
2 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198
3 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
4 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 18. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
6 each of them, had and have a practice or policy of failing to compensate Plaintiffs and other
7 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
8 control every day as a result of, without limitation, failing to accurately track and/or pay for all
9 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
10 including, without limitation, by requiring employees: to come early to work and leave late work
11 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
12 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
13 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
14 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
15 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
16 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
17 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
18 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiffs and
19 other Aggrieved Employees were required to report to work, and did report, but were not put to
20 work and/or were furnished less than half their usual or scheduled day's work without being paid
21 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiffs are informed and
22 believe, and based thereon allege, that Defendants violated, without limitation, Labor Code sections
23 221, 222 (as it pertains to employees governed by a CBA), 223, 1197, 1182.12, Cal. and applicable
24 Wage Orders based on its continued failure to pay minimum wages for all hours worked, that
25 Plaintiffs and other Aggrieved Employees personally suffered these violations, and that Plaintiffs
26 and other Aggrieved Employees are entitled to actual and liquidated damages under, without
27 limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at least one unpaid
28 hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Plaintiffs are further

1 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
2 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
3 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
4 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
5 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 19. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
7 and have a practice or policy of failing to compensate Plaintiffs and other Aggrieved Employees
8 with minimum wages for all hours worked or otherwise under Defendants' control every day as a
9 result of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
10 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
11 by requiring employees: to come early to work and leave late work without being able to clock in
12 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
13 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
14 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
15 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
16 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
17 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
18 employee time entries; editing and/or manipulation of time entries to show less hours than actually
19 worked; and failing to pay split shift premiums. In addition, Plaintiffs and other Aggrieved
20 Employees were required to report to work, and did report, but were not put to work and/or were
21 furnished less than half their usual or scheduled day's work without being paid for half the usual or
22 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
23 sections 1198, and, thus Defendants would be liable for civil penalties pursuant to these sections
24 and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs
25 are further informed and believe, and based thereon allege, that Defendants' conduct above gave
26 rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable
27 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 20. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
2 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
3 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
4 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
5 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
6 periods; not providing timely meal periods; failing to provide first and second meal periods;
7 providing short meal periods, including without, limitation meal periods that were recorded for less
8 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
9 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
10 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
11 during the meal period, having to undergo security or bag checks during the meal period, and /or
12 having to retrieve and store personal belongings during the meal period; requiring that employees
13 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
14 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
15 that could not be auto-deducted by law or during which employees worked. Plaintiffs and other
16 Aggrieved Employees personally suffered these violations. Consequently, Plaintiffs are informed
17 and believe, and based thereon allege, that Defendants violated Labor Code sections 221, 222 (as to
18 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during
19 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
20 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
21 Code section 226.7. However, Plaintiffs are informed and believe that those premium payments
22 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
23 at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant
24 to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
25 governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant
26 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
27 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
28 thereon allege, that Defendants' conduct above gave rise to such violations was malicious,

1 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
2 Code section 2699(f)(2)(B)(ii).

3 21. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
5 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
9 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
10 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
11 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
12 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
13 retrieve and store personal belongings during the rest period, and/or having to undergo security or
14 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
15 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
16 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
17 premises; and otherwise requiring on-duty/on-call rest periods. Plaintiffs and other Aggrieved
18 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
19 and based thereon allege, that Defendants violated the applicable Wage Order(s) each day for each
20 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
21 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
22 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
23 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
24 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
25 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
26 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,
27 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
28 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)

1 and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
2 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
3 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 22. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
5 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
6 statements and similar payroll documents under Labor Code section 226, documents signed to
7 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
8 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
9 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
10 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
11 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
12 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
13 provided by the contractor under Labor Code section 1695.55, as well as the information required
14 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
15 Plaintiffs and other aggrieved employees to calculate their unpaid wages and/or premium payments.
16 Defendants also failed to provide these documents to Plaintiffs and other Aggrieved Employees
17 upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or
18 1775, subdivision (b)(1). Plaintiffs and the Aggrieved Employees personally suffered these
19 violations, which in turn would entitle Plaintiffs and other Aggrieved Employees to penalties
20 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
21 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiffs are
22 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
23 such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for
24 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 23. As a result of, among other things, Defendants' herein-described policy or practice
26 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
27 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
28 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs

1 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
2 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiffs, with
3 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
4 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
5 name of the employee and only the last four digits of their social security number or an employee
6 identification number other than a social security number; all deductions; all applicable hourly rates
7 in effect during the pay period and the corresponding number of hours worked at each hourly rate
8 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
9 the name and address of the legal entity that secured the services of the employer); and other such
10 information as required by Labor Code section 226, subdivision (a) , to the extent it does not include
11 for piece-rate work the information required therein including, without limitation, the quantity, rate
12 and units worked per piece, as well as separately itemized non-productive time and rest and recovery
13 periods. Specifically, Defendants intentionally failed to furnish employees with itemized wage
14 statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved Employees
15 and the rates of pay at which they were or should have been paid (including due to failure to pay at
16 the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at
17 each rate, as well. Consequently, Plaintiffs are informed and believe, and based thereon allege, that
18 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
19 during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee personally suffered
20 these violations and was owed penalties under Labor Code section 226 for each pay period worked
21 during the PAGA Period. Plaintiffs are informed and believe that those penalties under Labor Code
22 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
23 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Plaintiffs
24 are further informed and believe, and based thereon allege, that Defendants' conduct above gave
25 rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
26 civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief under
27 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
28 Labor Code section 2699(f)(2)(B)(ii).

1 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
2 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
3 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
4 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
5 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
6 the proper regular rate of pay, among other things. Consequently, Plaintiffs are informed and
7 believe, and based thereon allege, that Defendants violated Labor Code sections 201, 204a, and 1198
8 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiffs
9 and each Aggrieved Employee personally suffered these violations and was owed penalties under
10 Labor Code section 203 for each pay period worked during the PAGA Period. However, Plaintiffs
11 are informed and believe that those penalties under Labor Code section 203 were not made for these
12 violations of Labor Code sections 201, 202, 203, 204b. Plaintiffs are further informed and believe,
13 and based thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
14 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
15 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
16 Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 required or require the execution of a release of claim or right on account of wages due, or to become
20 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
21 being paid, to execute a statement of the hours worked during a pay period in which Defendants
22 knew to be false. As such, Plaintiffs are informed and believe, and based thereon allege that
23 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved
24 Employees have personally suffered these violations. Plaintiffs are further informed and believe,
25 and based thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
27 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
28 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
2 or had a policy or practice of unlawfully deducting wages from Plaintiffs and other Aggrieved
3 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
4 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
5 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
6 established place of business in the state), the name and address of which must but did not appear
7 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
8 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
9 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
10 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
11 in money. Plaintiffs are further informed and believe, and based thereon allege, that such wages
12 were not compensated at the “regular rate” of compensation as provided under Labor Code sections
13 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code
14 section 1198. In addition, Plaintiffs are informed and believe that Defendants, by these deductions
15 and/or otherwise, have caused wages earned by Plaintiffs and Aggrieved Employees to be charged
16 back or kicked back to Defendants. Consequently, Plaintiffs are informed and believe, and based
17 thereon allege, that Plaintiffs and other Aggrieved Employees have personally suffered violations
18 under these sections and are entitled to relief under, without limitation, Labor Code sections 221,
19 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194,
20 and 1197. Plaintiffs are further informed and believe, and based thereon allege, that Defendants’
21 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
22 would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699,
23 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
24 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 27. Plaintiffs are further informed and believe, and based thereon allege that Defendants
26 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
28 to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment, allowances claimed as part of the minimum wage, the regular
2 payday designated by Defendants, the name of the employer, including any “doing business as”
3 names used, the name, address and telephone number of the workers’ compensation insurance
4 carrier, information regarding paid sick leave, and other pertinent information required to be
5 disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are informed and believe that
6 failure to provide such information, including rates of pay that are in effect, has permitted
7 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
8 and overtime wage laws in California. Plaintiffs are additionally informed and believe that the
9 notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
10 reporting. Plaintiffs are informed and believe that Defendants violated Labor Code sections 1198
11 and 2810.5. Plaintiffs and other Aggrieved Employees personally suffered these violations.
12 Plaintiffs are further informed and believe, and based thereon allege, that Defendants’ conduct above
13 gave rise to such violations, was malicious, fraudulent, or oppressive. Among other relief,
14 employees may collect from Defendants in connection with these violations’ civil penalties pursuant
15 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
16 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 28. Plaintiffs are informed and believe, and based thereon allege that Defendants also
19 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
20 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
21 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
22 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
23 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
24 medical, physical or drivers’ exams taken as a condition of employment, or for compelling or
25 coercing Plaintiffs and Aggrieved Employees, including applicants, to patronize in the purchase of
26 a value or things, including, without limitation, Defendants’ product(s) and/or service(s), in direct
27 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
28 as required by Labor Code sections 231, 450, 1198, 2800, 2802, and other statutory and common

1 law offenses. As a result, Plaintiffs and other Aggrieved Employees have personally suffered these
2 violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for
3 these costs incurred in furtherance of work duties. Plaintiffs are further informed and believe, and
4 based thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
5 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
6 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 29. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
10 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
11 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
12 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
13 to be provided pursuant to California and local laws. Plaintiff are further informed and believe that
14 the sick pay was not provided at the proper regular of pay as required under California law due to
15 failure to properly calculate the regular rate. Plaintiffs are further informed and believe that
16 Defendants also did not permit its use upon request by Plaintiffs and other Aggrieved Employees as
17 contemplated under California and local laws, including, without limitation, under Labor Code
18 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
19 without retaliation. Plaintiffs are additionally informed and believe that the notice requirement of
20 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
21 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiffs are thus informed
22 and believe that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
23 As such, Plaintiffs and other Aggrieved Employees have personally suffered violations under these
24 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
25 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
26 restitutionary relief, and reasonable attorneys' fees and costs. Plaintiffs are further informed and
27 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations was
28

1 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
2 to Labor Code section 2699(f)(2)(B)(ii).

3 30. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
4 have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid time
5 off and vacation time owed upon separation of employment as wages at their final rate of pay in
6 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
7 227.3 and applicable Wage Orders. Plaintiffs are thus informed and believe that Defendants violated
8 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other
9 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
10 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
11 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
12 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations was
13 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
14 to Labor Code section 2699(f)(2)(B)(ii).

15 31. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
16 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
17 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
18 of any calendar month shall be paid for between the 16th and 26th day of the month during which
19 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
20 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiffs
21 are informed and believe and based thereon allege that Defendants did not and do not pay Plaintiffs
22 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
23 sections 204 and 1198. As such, Plaintiffs are informed and believe, and based thereon allege that
24 Defendants violated Labor Code section 204 and that Plaintiffs and other Aggrieved Employees
25 have personally suffered these violations. Plaintiffs are further informed and believe, and based
26 thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
27 fraudulent, or oppressive. Defendant would be liable for civil penalties pursuant to Labor Code
28 sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

1 Defendant would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

3 32. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
4 have a policy of failing to provide all temporary workers, including without limitation, Plaintiffs,
5 with owed wages weekly by not later than the regular payday of the following week. Plaintiffs are
6 informed and believe that this has resulted in a violation of Labor Code sections 201.3 and 1198.
7 As a result, pursuant to Labor Code section 201.3, Plaintiffs and other Aggrieved Employees have
8 personally suffered violations thereto and Plaintiffs would be liable for civil penalties pursuant to
9 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
10 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
11 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
14 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
15 Plaintiffs and/or Aggrieved Employees by a patron, or deducted amounts from wages due to
16 Plaintiffs and/or Aggrieved Employees on account of a gratuity, or required Plaintiffs and/or
17 Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the
18 wages due to the Plaintiffs and/or Aggrieved Employees from the Defendants. In addition, Plaintiffs
19 are informed and believe, and based thereon allege, that Defendants permit and/or permitted patrons
20 to pay gratuities by credit card but failed to pay Plaintiffs and/or Aggrieved Employees the full
21 amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for
22 any credit card payment processing fees that may be charged to the employer by the credit card
23 company by not later than the regular payday following the date the patron authorized the credit
24 card. In addition, Defendants failed to keep accurate records of all gratuities received by Defendants
25 and made those open to inspection at all reasonable hours. Plaintiffs are informed and believe that
26 this has resulted in a violation of Labor Code section 1198.

27 34. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
28 have a policy or practice of failing to provide all working employees, including without limitation

1 Plaintiffs, with suitable seats when the nature of the work reasonably permits the use of seats.
2 Plaintiffs are further informed and believe, and based thereon allege that Defendants have failed to
3 place an adequate number of seats in reasonable proximity to the work area and/or permitted
4 Plaintiffs and other aggrieved employees to use such seats when it does not interfere with the
5 performance of their duties when employees are not engaged in the active duties of their
6 employment and the nature of their work requires standing. Plaintiffs and other Aggrieved
7 Employees have personally suffered these violations. Plaintiffs are informed and believe that this
8 has resulted in a violation of Labor Code section 1198. As a result, Plaintiffs and other Aggrieved
9 Employees have personally suffered violations thereto and Defendants would be liable for civil
10 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
11 and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 35. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
15 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from using or
16 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
17 competing with Defendants, including, without limitation, preventing Plaintiffs and Aggrieved
18 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
19 from disclosing who else works with Defendants and under what circumstances that they might be
20 receptive to an offer from a rival employer. As such, Plaintiffs are informed and believe that this
21 violates Business and Professions Code sections 17200, 16600, and, by virtue thereof, various
22 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
23 and 1198, and that Plaintiffs and other Aggrieved Employees have personally suffered these
24 violations. Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
25 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
26 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
27 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 36. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
2 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from disclosing
3 violations of state and federal law, either within Defendants to their managers or outside of
4 Defendants to private attorneys or government officials, among others, in violation of Business and
5 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiffs and
6 other Aggrieved Employees personally suffered these violations. In addition, Plaintiffs are informed
7 and believe that these policies and/or practices prevent Plaintiffs and other Aggrieved Employees
8 from disclosing information about unsafe or discriminatory working conditions, or about wage and
9 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiffs and other
10 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
11 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
12 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
13 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
14 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
15 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 37. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
17 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from engaging in
18 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
19 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
20 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiffs and other
21 Aggrieved Employees personally suffered these violations. Plaintiffs are informed and believe that
22 this lawful conduct includes, without limitation, the exercise of Plaintiffs and other Aggrieved
23 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
24 Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
25 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe,
26 and based thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
27 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

1 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants,
2 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
3 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
4 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
5 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
6 purported confidentiality agreements, purported severance agreements, or purported release
7 agreements, and other written documents presented for signature and/or assent to Plaintiffs and/or
8 Aggrieved Employees by Defendants. And, even more specifically, Plaintiffs are informed and
9 believe, and based thereon allege, that Defendants had and have a practice or policy of requiring
10 Plaintiffs and other Aggrieved Employees to agree in writing to confidentiality policies that
11 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
12 their work with Defendants, including but not limited to their wages and working conditions.
13 Defendants also required Plaintiffs and Aggrieved Employees to inform prospective employers of
14 Defendants' restrictions of Plaintiffs' and Aggrieved Employees' freedom to work. As a result,
15 Plaintiffs are informed and believe that Defendants violated Labor Code sections 432.5, and 1198.
16 As such, Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and other
17 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
18 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiffs and
19 other Aggrieved Employees to damages. Plaintiffs are further informed and believe, and based
20 thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
21 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
22 sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
23 Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
26 and have a practice or policy of conducting unlawful background checks on prospective and current
27 employees, including without limitation Plaintiffs, prior to making a conditional offer. Plaintiffs
28 are informed and believe, and based thereon allege, that Defendants violated applicable laws by,

1 without limitation: requiring job applicants and employees to disclose their conviction history before
2 Defendants made a conditional offer of employment; inquiring into or considering the conviction
3 history of applicants before Defendants made any conditional offers of employment; considering,
4 distributing, or disseminating information about arrests not followed by conviction, referrals to or
5 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
6 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
7 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
8 conducting conviction history background checks in connection with any applications for
9 employment; intending to deny an applicant a position of employment solely or in part because of
10 the applicant's conviction history; and asking applicants for employment to disclose, through any
11 written form or verbally, information concerning or related to an arrest, detention, processing,
12 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
13 to the process and jurisdiction of the juvenile court, to the detriment of Plaintiffs and other
14 Aggrieved Employees. As such, Plaintiffs are informed and believe, and based thereon allege, that
15 Plaintiffs and other Aggrieved Employees personally suffered these violations, as well as violation
16 of Labor Code section 1198, and that Defendants violated, without limitation, Labor Code sections
17 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiffs and other Aggrieved
18 Employees to damages. Plaintiffs are further informed and believe, and based thereon allege, that
19 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
20 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
21 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
22 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
24 and have a practice or policy of relying on the salary history information of an applicant for
25 employment as a factor in determining whether to offer employment to an applicant or what salary
26 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
27 application for employment, an inquiry regarding current and/or former salary history information,
28 including, without limitation, compensation and benefits of the applicant for employment. Plaintiffs

1 are informed and believe that this practice has resulted in unequal pay. Specifically, for this reason,
2 as well as for other reasons, Plaintiffs are informed and believe, and based thereon allege, that
3 Defendants has failed to pay its employees at wage rates less than those paid to employees of the
4 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
5 composite of skill, effort, and responsibility, and/or performed under similar working conditions
6 without sufficient legal rationale. Finally, Plaintiffs are informed and believe, and based thereon
7 allege that Defendants have discharged and/or discriminated and/or retaliated against Plaintiffs and
8 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
9 of Labor Code section 1197.5. As such, Plaintiffs are informed and believe, and based thereon
10 allege, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and
11 1198. Plaintiffs also allege that Plaintiffs and other Aggrieved Employees personally suffered these
12 violations, and that Plaintiffs and other Aggrieved Employees are entitled to damages. Plaintiffs are
13 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
14 such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
15 penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections
16 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
17 Code section 2699(f)(2)(B)(ii).

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

22 **PARTIES**

23 **A. Plaintiffs**

24 42. Plaintiff Mboka is a resident of the State of California. At all relevant times herein,
25 Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff
26 Mboka as a non-exempt employee. Plaintiffs are informed and believe that Plaintiff Mboka worked
27 for Defendants from approximately March , of 2019 through approximately May 24, 2024.

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1 43. Plaintiff Vazquez is a resident of the State of California. At all relevant times herein,
2 Plaintiffs are informed and believe, and based thereon allege, that Defendants employed Plaintiff
3 Vazquez as a non-exempt employee. Plaintiffs are informed and believe that Plaintiff Vazquez
4 worked for Defendants from approximately August 22 of 2022 through approximately April 29,
5 2024.

6 44. Plaintiff M. Dejarnett is a resident of the State of California. At all relevant times
7 herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed
8 Plaintiff M. Dejarnett as a non-exempt employee. Plaintiffs are informed and believe that Plaintiff
9 M. Dejarnett worked for Defendants from approximately October 18 of 2018 through approximately
10 May 1, 2024.

11 45. Plaintiff J. Dejarnett is a resident of the State of California. At all relevant times
12 herein, Plaintiffs are informed and believe, and based thereon allege, that Defendants employed
13 Plaintiff J. Dejarnett as a non-exempt employee. Plaintiffs are informed and believe that Plaintiff
14 J. Dejarnett worked for Defendants from approximately April 4, of 2022 through approximately
15 May 1, 2024.

16 **B. Defendants**

17 46. Plaintiffs are informed and believe and based thereon allege that defendant Telecare
18 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
19 the laws of the State of California and doing business in the County of Los Angeles, State of
20 California.

21 47. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
23 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
24 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
25 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
26 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
27 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
28 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent

1 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
2 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
3 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
4 include Telecare, and any of its parent, subsidiary, or affiliated companies within the State of
5 California, as well as DOES 1 through 100 identified herein.

6 **JOINT LIABILITY ALLEGATIONS**

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

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

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

25 a. The Alter Ego Defendants are completely dominated and controlled by the
26 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
27 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
28

1 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
2 inequitable purpose;

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

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

10 d. Plaintiffs are informed and believe, and thereon allege, that the business affairs
11 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
12 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
13 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
14 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
15 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
16 herein were, the alter egos of the Individual Defendants;

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

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

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

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1 52. Moreover, Plaintiffs are informed and believe, and based thereon allege, that
2 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
3 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
4 violations described herein, or some of them.

5 **FIRST AND ONLY CAUSE OF ACTION**

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

7 53. Plaintiffs re-allege 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 54. 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
13 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
14 between the 1st and 10th day of the following month.”

15 55. 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,
18 204, 204b, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
19 one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
20 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
21 each employee, plus 25 percent of the amount unlawfully withheld.”

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

1 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204.

3 Civil Penalties Under Labor Code § 226.3

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

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

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

22 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
23 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
24 statements as set forth in the preceding paragraphs.

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

1 period for each subsequent violation.

2 Violation of Labor Code § 558

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

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

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

13 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

26 Violation of Labor Code § 1174.5

27 65. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
28 every person employing labor in California to “[a]llow any member of the commission or the

1 employees of the Division of Labor Standards Enforcement free access to the place of business or
2 employment of the person to secure any information or make any investigation that they are
3 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
4 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
5 or papers of the person.”

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

11 67. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
12 willfully failed to keep adequate or accurate time records including wage statements and similar
13 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
14 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
15 under Labor Code section 1174.

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

20 Violation of Labor Code § 1197.1

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

- 27 (1) For any initial violation that is intentionally committed, one hundred dollars
28 (\$100) for each underpaid employee for each pay period for which the

1 employee is underpaid. This amount shall be in addition to an amount
2 sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

4 (2) For each subsequent violation for the same specific offense, two hundred fifty
5 dollars (\$250) for each underpaid employee for each pay period for which the
6 employee is underpaid regardless of whether the initial violation is
7 intentionally committed. This amount shall be in addition to an amount
8 sufficient to recover underpaid wages, liquidated damages pursuant to Section
9 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

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

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Civil Penalties Under Labor Code § 2699

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

73. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

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

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

PRAYER

WHEREFORE, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for judgment against Defendants as follows:

- A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- C. For equitable, including, without limitation, injunctive relief;
- C. Pre-judgment and post-judgment interest;
- D. For costs of suit incurred herein; and

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

2 Dated: July 3, 2025

BIBIYAN LAW GROUP, P.C.

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BY: /s/ Faik Yetgin

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MOLLY DESARIO

6

FAIK YETGIN

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FANTA KARIMU MBOKA, STEPHANIE
VAZQUEZ, MONIQUE DEJARNETT, and
JORDAN DEJARNETT, as aggrieved
employees, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004

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