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as an aggrieved employee, and on behalf of all other  
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

JELANI J. JENNINGS, as an aggrieved  
employee, and on behalf of all other aggrieved  
employees under the Labor Code Private  
Attorneys' General Act of 2004,

Plaintiff,

v.

NORTHROP GRUMMAN CORPORATION,  
a Delaware Corporation; and DOES  
1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV15506**

**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]

1 Plaintiff JELANI J. JENNINGS, as an aggrieved employee, and on behalf of all other  
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as  
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys'  
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against NORTHROP  
7 GRUMMAN CORPORATION., a Delaware corporation, and any of its respective subsidiaries or  
8 affiliated companies doing business within the State of California ("NORTHROP GRUMMAN"),  
9 as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"),  
10 on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working  
11 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims  
12 for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for  
13 failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 222.5,  
14 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and  
15 1198.5, Plaintiff seeks to represent all employees of NORTHROP GRUMMAN, and each of them,  
16 DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively,  
17 "Defendants") working within three years preceding the date of filing Notice with the LWDA and  
18 continuing past the LWDA Notice filing date into perpetuity ("Civil Penalty Period"). On all other  
19 claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants  
20 working within the Civil Penalty Period. Collectively, those employees shall be known as  
21 "Aggrieved Employees" herein.

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

24 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil  
25 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the  
26 causes of action complained of herein arose; the county in which the employment relationship  
27 began; the county in which performance of the employment contract, or part of it, between Plaintiff  
28 and Defendants was due to be performed; the county in which the employment contract, or part of

1 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,  
2 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff  
3 and Aggrieved Employees in Los Angeles County, and because Defendants employ Aggrieved  
4 Employees in Los Angeles County.

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

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

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections  
17 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 232,  
18 232.5, 233, 234, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,  
19 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5,  
20 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457,  
21 8397.4, Business and Professions Code sections 16600, 16700 et al, and 17200, Government Code  
22 section 12952, as well as applicable Wage Orders.

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

27 8. On or around August 29, 2024, Plaintiff provided written notice pursuant to Labor  
28 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’

1 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,  
2 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

12 11. In the event that Defendants, or either of them, is/are determined to have, prior to  
13 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff  
14 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions  
15 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section  
16 2699(g)(1)-(3).

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

21 13. Based on information and belief Defendants' conduct giving rise to the violations  
22 detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to  
23 increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections  
24 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h),  
25 for remedying violations either prior to or after the Employer's receipt of this notice.

26 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not  
27 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)  
28 calendar days of the August 29, 2024 postmarked date of the herein-described notice sent by

1 Plaintiff to the LWDA and Defendants.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and  
4 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees  
5 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight  
6 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them  
7 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or  
8 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the  
9 clock, including, without limitation, by requiring employees: to come early to work and leave late  
10 work without being able to clock in for all that time, to suffer under Employer's control due to long  
11 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking  
12 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and  
13 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to  
14 make phone calls or drive off the clock, and/or go through security screenings and/or temperature  
15 checks or health screenings off the clock; failing to include all forms of remuneration, including  
16 non-discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of  
17 pay for the pay periods where overtime was worked and the additional compensation was earned  
18 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time  
19 entries, editing and/or manipulation of time entries to show less hours than actually worked, for  
20 paying straight pay instead of overtime pay, for failure to pay overtime as required by Labor Code  
21 section 226.2, and by attempting but failing to properly implement an alternative workweek  
22 schedule ("AWS") (including, without limitation, by failing to implement a written agreement  
23 designating the regularly scheduled alternative workweek in which the specified number of work  
24 days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election,  
25 before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the  
26 work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or  
27 failing to register an AWS election with the State of California, as required by Labor Code section  
28 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees.

1 Consequently, Employee is informed and believes, and based thereon alleges, that Employer  
2 violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it pertains to  
3 employees governed by a collective bargaining agreement [“CBA”]), 1811, 1815 and applicable  
4 Wage Orders based on its practice of providing total compensation that is less than the required  
5 legal overtime compensation for the overtime worked, entitling Employee and other aggrieved  
6 employees to damages, including, without limitation, at least one hour of unpaid overtime wages  
7 each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee further  
8 informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such  
9 violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties  
10 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699,  
11 or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for  
12 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and  
14 each of them, had and have a practice or policy of failing to compensate Plaintiff and other  
15 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer’s  
16 control every day as a result of, without limitation, failing to accurately track and/or pay for all  
17 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,  
18 including, without limitation, by requiring employees: to come early to work and leave late work  
19 without being able to clock in for all that time, to suffer under Defendants’ control due to long lines  
20 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,  
21 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff  
22 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off  
23 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off  
24 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;  
25 detrimental rounding of employee time entries; failing to pay the minimum amounts required under  
26 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than  
27 actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved  
28 Employees were required to report to work, and did report, but were not put to work and/or were

1 furnished less than half their usual or scheduled day's work without being paid for half the usual or  
2 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based  
3 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223, 226.2,  
4 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum  
5 wages for all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these  
6 violations, and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated  
7 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate  
8 them for at least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty  
9 Period. Employee further informed and believes, and based thereon alleges, that Defendants'  
10 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would  
11 also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these  
12 wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).  
13 Plaintiff would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
15 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with  
16 minimum wages for all hours worked or otherwise under Employer's control every day as a result  
17 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;  
18 engaging, suffering, or permitting employees to work off the clock, including, without limitation,  
19 by requiring employees: to come early to work and leave late work without being able to clock in  
20 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete  
21 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods  
22 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety  
23 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and  
24 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone  
25 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of  
26 employee time entries; editing and/or manipulation of time entries to show less hours than actually  
27 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved  
28 Employees were required to report to work, and did report, but were not put to work and/or were

1 furnished less than half their usual or scheduled day's work without being paid for half the usual or  
2 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code  
3 sections 1771, 1774 and 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these  
4 sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).  
5 Plaintiff further informed and believes, and based thereon alleges, that Plaintiff's conduct above  
6 gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would further be liable  
7 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and  
9 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved  
10 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours  
11 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or  
12 compensation in lieu thereof including, each workday, without limitation: by interrupting meal  
13 periods; not providing timely meal periods; failing to provide first and second meal periods;  
14 providing short meal periods, including without, limitation meal periods that were recorded for less  
15 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer  
16 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable  
17 break area, time spent having to wait in line to clock back in, having to don and doff safety gear  
18 during the meal period, having to undergo security or bag checks during the meal period, and /or  
19 having to retrieve and store personal belongings during the meal period; requiring that employees  
20 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave  
21 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods  
22 that could not be auto-deducted by law or during which employees worked. Plaintiff and other  
23 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and  
24 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 223, 512  
25 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus  
26 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each  
27 day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is  
28 informed and believes that those premium payments under Labor Code section 226.7 were not made,

1 either, for these non-compliant meal periods, either at all or at the proper regular rate of pay.  
2 Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to  
3 timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of  
4 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or  
5 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and  
6 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,  
7 fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor  
8 Code section 2699(f)(2)(B)(ii).

9 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
10 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,  
11 including, without limitation, work over four-hour periods (or major fractions thereof) without  
12 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,  
13 and complete ten-minute rest periods in which the employees are completely relieved of all of their  
14 duties, including, without limitation: by failing to provide rest periods all together; failing to provide  
15 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten  
16 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less  
17 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from  
18 a suitable break area, time spent having to don and doff safety gear during the rest period, having to  
19 retrieve and store personal belongings during the rest period, and/or having to undergo security or  
20 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;  
21 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest  
22 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the  
23 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved  
24 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,  
25 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each  
26 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed  
27 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period  
28 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium

1 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest  
2 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7  
3 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210  
4 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,  
5 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to  
6 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)  
7 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
8 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants  
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 maintain policies or practices of failing to maintain adequate temperatures which created excessive  
12 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or  
13 comfortable working environments, as required under California Code of Regulations Title 8,  
14 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed  
15 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage  
16 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,  
17 consistent with industry-wide standards for the nature of the process and the work performed.  
18 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible  
19 means to reduce excessive heat or humidity created by the work process to provide reasonable  
20 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that  
21 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed  
22 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and  
23 change rooms during hours of use Plaintiff is further informed and believes, and based thereon  
24 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from  
25 taking cooldown periods every day as required under California Code of Regulations, Title 8,  
26 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay  
27 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally  
28 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon

1 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396  
2 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved  
3 Employee was owed one hour of premium pay at their regular rate of pay for each day worked  
4 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of  
5 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section  
6 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less  
7 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or  
8 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under  
9 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)  
10 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either  
11 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.  
12 Defendants would also be liable for their failures to provide comfortable levels of temperatures to  
13 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable  
14 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,  
15 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the  
16 taking of compliant rest periods and for failing to provide premium pay under Labor Code section  
17 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and  
18 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was  
19 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant  
20 to Labor Code section 2699(f)(2)(B)(ii).

21         21.         In addition to the above, Plaintiff is informed and believes, and based thereon alleges  
22 that Defendants failed and continue to fail to keep adequate or accurate time records including wage  
23 statements and similar payroll documents under Labor Code section 226, documents signed to  
24 obtain or hold employment under Labor Code section 432, personnel records under Labor Code  
25 section 1198.5, time records under Labor Code section 1174, the names and addresses of all  
26 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),  
27 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-  
28 rate units earned by, and applicable piece rate paid to, employees employed at the respective place

1 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record  
2 provided by the contractor under Labor Code section 1695.55, as well as the information required  
3 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for  
4 Employee and other aggrieved employees to calculate their unpaid wages and/or premium  
5 payments. Employer also failed to provide these documents to Employee and other Aggrieved  
6 Employees upon request in violation of these Labor Code sections, as well as Labor Code section  
7 1198 and/or 1775, subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered  
8 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties  
9 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil  
10 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further  
11 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such  
12 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil  
13 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 22. As a result of, among other things, Defendants' herein-described policy or practice  
15 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide  
16 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or  
17 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff  
18 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and  
19 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with  
20 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the  
21 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the  
22 name of the employee and only the last four digits of their social security number or an employee  
23 identification number other than a social security number; all deductions; all applicable hourly rates  
24 in effect during the pay period and the corresponding number of hours worked at each hourly rate  
25 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,  
26 the name and address of the legal entity that secured the services of the employer); and other such  
27 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section  
28 226.2 to the extent it does not include for piece-rate work the information required therein including,

1 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-  
2 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to  
3 furnish employees with itemized wage statements that accurately reflect the hours worked by  
4 Plaintiff and other Aggrieved Employees and the rates of pay at which they were or should have  
5 been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to  
6 reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is  
7 informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226,  
8 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that,  
9 thus Employee and each Aggrieved Employee personally suffered these violations and was owed  
10 penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA  
11 Period. Plaintiff is informed and believes that those penalties under Labor Code section 226 were  
12 not paid for these violations of Labor Code section 226. Defendants would thus be liable for civil  
13 penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is  
14 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise  
15 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil  
16 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under  
17 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to  
18 Labor Code section 2699(f)(2)(B)(ii).

19 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants also  
20 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay  
21 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,  
22 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time  
23 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at  
24 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,  
25 and based thereon alleges, that Defendants violated Labor Code sections 201, 202, 203, 204a, 204.1,  
26 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period,  
27 and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was  
28 owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205

1 and/or 205.5) 204, for each pay period worked during the PAGA Period. However, Plaintiff is  
2 informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) 204  
3 were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 204. Plaintiff  
4 is further informed and believes, and based thereon alleges, that Defendants' conduct above gave  
5 rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable  
6 for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under  
7 sections 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties pursuant to  
8 Labor Code section 2699(f)(2)(B)(ii).

9 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
10 required or require the execution of a release of claim or right on account of wages due, or to become  
11 due, or made as an advance on wages to be earned, including, without limitation, as a condition of  
12 being paid, to execute a statement of the hours worked during a pay period in which Defendants  
13 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that  
14 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved  
15 Employees have personally suffered these violations. Plaintiff is further informed and believes, and  
16 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,  
17 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code  
18 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants  
19 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 25. Plaintiff is further informed and believes, and based thereon alleges that Defendants  
21 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor  
22 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing  
23 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay  
24 applicable to their employment, allowances claimed as part of the minimum wage, the regular  
25 payday designated by Defendants, the name of the employer, including any "doing business as"  
26 names used, the name, address and telephone number of the workers' compensation insurance  
27 carrier, information regarding paid sick leave, and other pertinent information required to be  
28 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that

1 failure to provide such information, including rates of pay that are in effect, has permitted  
2 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage  
3 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice  
4 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury  
5 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and  
6 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff  
7 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise  
8 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may  
9 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code  
10 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants  
11 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12         26. Plaintiff is informed and believes, and based thereon alleges that Defendants also  
13 failed and refused, and continues to fail and refuse, to reimburse employees, including, without  
14 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal  
15 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,  
16 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for  
17 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment  
18 medical, physical or drivers' exams taken as a condition of employment, or for compelling or  
19 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a  
20 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct  
21 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,  
22 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and  
23 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally  
24 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved  
25 Employees for these costs incurred in furtherance of work duties. Plaintiff further informed and  
26 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was  
27 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties  
28 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)

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

3 27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants  
4 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with  
5 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at  
6 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required  
7 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that  
8 the sick pay was not provided at the proper regular of pay as required under California law due to  
9 failure to properly calculate the regular rate. Plaintiff is further informed and believes that  
10 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as  
11 contemplated under California and local laws, including, without limitation, under Labor Code  
12 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner  
13 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of  
14 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace  
15 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code  
16 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees  
17 have personally suffered violations under these sections and Defendants would be liable for civil  
18 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,  
19 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.  
20 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct  
21 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would  
22 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
24 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time  
25 off and vacation time owed upon separation of employment as wages at their final rate of pay in  
26 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus  
27 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code  
28 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these

1 violations and Defendants would be liable for civil penalties for violation of Labor Code section  
2 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)  
3 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
4 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants  
5 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
7 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor  
8 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,  
9 of any calendar month shall be paid for between the 16th and 26th day of the month during which  
10 the labor was performed, and labor performed between the 16th and the last day, inclusive of any  
11 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff  
12 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff  
13 and other Aggrieved Employees every day and every workweek in accordance with Labor Code  
14 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that  
15 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have  
16 personally suffered these violations. Plaintiff further informed and believes, and based thereon  
17 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or  
18 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,  
19 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further  
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
22 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,  
23 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is  
24 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.  
25 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have  
26 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to  
27 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and  
28 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'

1 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants  
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
4 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for  
5 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff  
6 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved  
7 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due  
8 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed  
9 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay  
10 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of  
11 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit  
12 card payment processing fees that may be charged to the employer by the credit card company by  
13 not later than the regular payday following the date the patron authorized the credit card. In addition,  
14 Defendants failed to keep accurate records of all gratuities received by Defendants and made those  
15 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted  
16 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections  
17 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto  
18 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198  
19 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed  
20 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations  
21 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties  
22 pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
24 have a policy or practice of failing to provide all working employees, including without limitation  
25 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.  
26 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to  
27 place an adequate number of seats in reasonable proximity to the work area and/or permitted  
28 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the

1 performance of their duties when employees are not engaged in the active duties of their  
2 employment and the nature of their work requires standing. Plaintiff and other Aggrieved  
3 Employees have personally suffered these violations. Plaintiff is informed and believes that this has  
4 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved  
5 Employees have personally suffered violations thereto and Defendants would be liable for civil  
6 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)  
7 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
8 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants  
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or  
12 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of  
13 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved  
14 Employees from disclosing their wages in negotiating a new job with a prospective employer, and  
15 from disclosing who else works with Defendants and under what circumstances that they might be  
16 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this  
17 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,  
18 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,  
19 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally  
20 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that  
21 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.  
22 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or  
23 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil  
24 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
26 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing  
27 violations of state and federal law, either within Defendants to their managers or outside of  
28 Defendants to private attorneys or government officials, among others, in violation of Business and

1 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and  
2 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed  
3 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees  
4 from disclosing information about unsafe or discriminatory working conditions, or about wage and  
5 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other  
6 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these  
7 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections  
8 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further  
9 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such  
10 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil  
11 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

25 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
26 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent  
27 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from  
28 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based

1 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence  
2 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of  
3 employment, to adopt or follow or refrain from adopting or following a particular course or line of  
4 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges  
5 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,  
6 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and  
7 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to  
8 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).  
9 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above  
10 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be  
11 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants,  
13 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or  
14 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their  
15 agents, managers, superintendents and/or officers) to be prohibited by law, including, without  
16 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,  
17 purported confidentiality agreements, purported severance agreements, or purported release  
18 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or  
19 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and  
20 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring  
21 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that  
22 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about  
23 their work with Defendants, including but not limited to their wages and working conditions.  
24 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of  
25 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,  
26 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and  
27 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other  
28 Aggrieved Employees personally suffered these violations, and that Defendants violated, without

1 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and  
2 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon  
3 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or  
4 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections  
5 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).  
6 Defendants would further be liable for civil penalties pursuant to Labor Code section  
7 2699(f)(2)(B)(ii).

8 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
9 and have a practice or policy of conducting unlawful background checks on prospective and current  
10 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is  
11 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,  
12 without limitation: requiring job applicants and employees to disclose their conviction history before  
13 Defendants made a conditional offer of employment; inquiring into or considering the conviction  
14 history of applicants before Defendants made any conditional offers of employment; considering,  
15 distributing, or disseminating information about arrests not followed by conviction, referrals to or  
16 participation in a pretrial or posttrial diversion program, convictions that have been sealed,  
17 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the  
18 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while  
19 conducting conviction history background checks in connection with any applications for  
20 employment; intending to deny an applicant a position of employment solely or in part because of  
21 the applicant's conviction history; and asking applicants for employment to disclose, through any  
22 written form or verbally, information concerning or related to an arrest, detention, processing,  
23 diversion, supervision, adjudication, or court disposition that occurred while the person was subject  
24 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other  
25 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that  
26 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation  
27 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections  
28 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved

1 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that  
2 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.  
3 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,  
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 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
7 and have a practice or policy of relying on the salary history information of an applicant for  
8 employment as a factor in determining whether to offer employment to an applicant or what salary  
9 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'  
10 application for employment, an inquiry regarding current and/or former salary history information,  
11 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff  
12 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,  
13 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that  
14 Employer has failed to pay its employees at wage rates less than those paid to employees of the  
15 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a  
16 composite of skill, effort, and responsibility, and/or performed under similar working conditions  
17 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon  
18 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and  
19 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement  
20 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon  
21 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,  
22 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered  
23 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff  
24 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise  
25 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for  
26 civil penalties pursuant to Labor Code sections 432.3, 1198 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).

40. 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.

## PARTIES

**A. Plaintiff**

41. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately May of 2020 through at least April of 2024.

## B. Defendants

42. Plaintiff is informed and believes and based thereon alleges that defendant NORTHROP GRUMMAN is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

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

1 **JOINT LIABILITY ALLEGATIONS**

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

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

16 46. Plaintiff is informed and believes, and based thereon alleges, that despite the  
17 formation of the purported corporate existence of NORTHROP GRUMMAN, and DOES 1 through  
18 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES  
19 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following  
20 reasons:

21 a. The Alter Ego Defendants are completely dominated and controlled by the  
22 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws  
23 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego  
24 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or  
25 inequitable purpose;

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

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

5 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs  
6 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned  
7 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same  
8 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein  
9 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of  
10 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned  
11 herein were, the alter egos of the Individual Defendants;

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

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

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

23 48. Moreover, Plaintiff is informed and believes, and based thereon alleges, that  
24 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described  
25 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the  
26 violations described herein, or some of them.

27 **FIRST AND ONLY CAUSE OF ACTION**

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

1       49.       Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the  
2 preceding paragraphs as though fully set forth hereat.

3                               Civil Penalties Under Labor Code § 210

4       50.       At all relevant times herein, Labor Code section 204, requires and required that:  
5 “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for  
6 between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed, and labor  
7 performed between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for  
8 between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.”

9       51.       At all relevant times herein, Labor Code section 210, subdivision (a) states and stated  
10 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
11 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,  
12 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any  
13 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For  
14 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
15 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

25                               Civil Penalties Under Labor Code § 226.3

26       53.       Defendants had and have a policy or practice of failing to comply with Labor Code  
27 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees  
28 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net

1 wages earned; the name and address of each employer with whom they have been placed to work;  
2 all applicable hourly rates in effect during the pay period and the corresponding number of hours  
3 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal  
4 entity securing the employer's services if the employer is a farm labor contractor; and other such  
5 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2  
6 to the extent it does not include for piece-rate work the information required therein including,  
7 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-  
8 productive time and rest and recovery periods

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

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

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

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

24 Violation of Labor Code § 558

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

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

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

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

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

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

20 Violation of Labor Code § 1174.5

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

28 62. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required

1 every person employing labor in California to “[k]eep a record showing the names and addresses of  
2 all employees employed and the ages of all minors.”

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

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

17 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
18 willfully failed to keep adequate or accurate time records including wage statements and similar  
19 payroll documents under Labor Code section 226, documents signed to obtain or hold employment  
20 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records  
21 under Labor Code section 1174.

22 66. As a direct and proximate result of the herein-described Labor Code violations,  
23 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to  
24 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five  
25 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

26 Violation of Labor Code § 1197.1

27 67. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other  
28 person acting either individually or as an officer, agent, or employee of another person, who pays

1 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or  
2 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,  
3 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to  
4 Section 203 as follows:

5 (1) For any initial violation that is intentionally committed, one hundred dollars  
6 (\$100) for each underpaid employee for each pay period for which the  
7 employee is underpaid. 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 (2) For each subsequent violation for the same specific offense, two hundred fifty  
11 dollars (\$250) for each underpaid employee for each pay period for which the  
12 employee is underpaid regardless of whether the initial violation is  
13 intentionally committed. This amount shall be in addition to an amount  
14 sufficient to recover underpaid wages, liquidated damages pursuant to Section  
15 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

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

27 69. As a direct and proximate result of the herein-described Labor Code violations,  
28 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one  
2 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and  
3 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each  
4 subsequent violation.

5 Civil Penalties Under Labor Code § 2699

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

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

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

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

21 **PRAYER**

22 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for  
23 judgment against Defendants as follows:

24 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,  
25 1174.5, 1197.1, and 2699;

26 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections  
27 210, 226.3, 558, 1174.5, 1197.1, and 2699;

28 C. For equitable, including, without limitation, injunctive relief;

- 1 C. Pre-judgment and post-judgment interest;  
2 D. For costs of suit incurred herein; and  
3 E. Such other and further relief as the Court deems just and proper.

4 Dated: May 28, 2025

BIBIYAN LAW GROUP, P.C.

5  
6 BY: /s/ Laurel N. Holmes

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10 Attorneys for Plaintiff JELANI J. JENNINGS,  
11 as an aggrieved employee, and on behalf of all  
12 other aggrieved employees under the Labor  
13 Code Private Attorneys' General Act of 2004,  
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