Electronically FILED by
Superior Court of California,
County of Los Angeles
5/09/2025 3:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

BIBIYAN LAW GROUP, P.C.
Bijan Mohseni (SBN 338276)
bijan@tomorrowlaw.com
Aspen Paxson (SBN 346946)
aspen@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JORGE ANGELES OTATE, 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

JORGE ANGELES OTATE, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

SHELTER CLEAN SERVICES INC a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV13675

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]

Plaintiff JORGE ANGELES OTATE, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges 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 Shelter Clean Services Inc, a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("SHELTER CLEAN SERVICES"), as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff 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, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to represent all employees of SHELTER CLEAN SERVICES, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Defendants" or "Employer") working within three years preceding the date of this letter and continuing past the date of this Letter into perpetuity ("Civil Penalty Period"). On all other claims mentioned herein, Plaintiff seeks 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 Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of

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

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

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

6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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

specified in Labor Code section 2699.3.

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

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

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

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

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

13. Plaintiff is further informed and believes that within five (5) years of any of violations described above, the LWDA or a court has issued a finding or determination to the Defendants, or either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,

was/were found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the June 21, 2024 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, had and have a policy or practice of requiring Plaintiff 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 Employer's 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, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer 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 Employee 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. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control 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 undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; failing to pay the minimum amounts required under Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with

minimum wages for all hours worked or otherwise under Employer's control 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 undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer

but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide

rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20. In addition to the above, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all

employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21. As a result of, among other things, Defendants' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, and due to independent failures in connection therewith, Plaintiff is informed and believes, and based thereon alleges, that Defendants also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,

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

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Plaintiff and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203,

203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some

established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or kicked back to Defendants. Consequently, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Plaintiff is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

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

27. Plaintiff is further informed and believes, and based thereon alleges, that Defendants have or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.,* including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes that Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these sections and Defendants would be liable for civil penalties for violation of the paid sick leave

regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have personally suffered these violations. Plaintiff further informed and believes, and based thereon

alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Defendants failed to keep accurate records of all gratuities received by Defendants and made those open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections

351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a policy or practice of failing to provide all working employees, including without limitation Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats. Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Plaintiff and other aggrieved employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing. Plaintiff and other Aggrieved Employees have personally suffered these violations. Plaintiff is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved Employees have personally suffered violations thereto and Defendants would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained with Defendants for purposes of competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works with Defendants and under what circumstances that they might be receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this

violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other

Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

37. Plaintiff is informed and believes, and based thereon alleges that Defendants had and have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants, including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,

purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Defendants, including but not limited to their wages and working conditions. Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that Defendants violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Defendants made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Defendants made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed,

dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants' application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Plaintiff is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions

without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

41. Plaintiff is informed and believes, and based thereon alleges that Defendants and others in connection with the Defendants (including, without limitation, the owner of the property, controller, and others in concert with the Defendants) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in

occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and has a policy or practice of requiring Aggrieved Employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Plaintiff is further informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Plaintiff is further informed and believes, and based thereon alleges, that Defendants had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Aggrieved Employees personally suffered these violations, and that Aggrieved Employees are entitled to damages. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

42. 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

43. 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 January of 2023 through approximately May of 2024.

B. Defendants

44. Plaintiff is informed and believes and based thereon alleges that defendant SHELTER CLEAN SERVICES INC 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.

45. 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 SHELTER CLEAN SERVICES INC, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

46. Plaintiff is informed and believes, and based thereon alleges, that at all times

mentioned herein, each of the defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

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

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

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

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

c. Plaintiff is informed and believes, and thereon alleges, that the Individual

Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose;

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

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

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

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

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

FIRST AND ONLY CAUSE OF ACTION

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

51. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the

preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

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

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

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

Civil Penalties Under Labor Code § 226.3

55. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work;

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

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

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

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

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

Violation of Labor Code § 558

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

(1) For any initial violation, fifty dollars ($50) for each underpaid employee and for each

pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

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

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

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

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

Violation of Labor Code § 1174.5

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

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

all employees employed and the ages of all minors."

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

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

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

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

Violation of Labor Code § 1197.1

69. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

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

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

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

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

71. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one

hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars ($250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

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

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

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

PRAYER

WHEREFORE, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays 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

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

Dated: May 9, 2025

BIBIYAN LAW GROUP, P.C.

BY: */s/Aspen Paxson*

BIJAN MOHSENI
ASPEN PAXSON
Attorneys for Plaintiff JORGE ANGELES OTATE, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,