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on behalf of all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EDDY ROLANDO MENDEZ, an individual
and on behalf of all others similarly situated
and aggrieved,

Plaintiff,

v.

FAMILY TREE PRODUCE, INC a
California corporation; and DOES 1 through
100, inclusive,
Defendants.

CASE NO.: 30-2024-01410285-CU-OE-CXC

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS' GENERAL ACT
OF 2004 FOR VIOLATIONS OF LABOR
CODE SECTIONS 210, 226.3, 558.1174.5,
1197.1 AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff EDDY R. MENDEZ, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 Family Tree Produce, Inc., and any of its respective subsidiaries or affiliated companies within the
7 State of California (“FAMILY TREE” and collectively, with DOES 1 through 100, as further
8 defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt
9 California employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys’
11 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against FAMILY
12 TREE as a proxy of the Labor and Workforce Development Agency of the State of California
13 (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of
14 Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to
15 the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the
16 alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7,
17 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3,
18 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff
19 seeks to represent all employees of Defendants working within one year preceding the date of the
20 PAGA Notice letter and continuing past the date of the PAGA Notice Letter into perpetuity (“Civil
21 Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-
22 exempt employees of Defendants working within the Civil Penalty Period. Collectively, those
23 employees shall be known as “Aggrieved Employees” herein.

24 **PARTIES**

25 **A. Plaintiff**

26 3. Plaintiff EDDY R. MENDEZ (“Plaintiff”) is a resident of the State of California. At
27 all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that
28 Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not

1 limited to, monitoring drivers, verifying routes, and customer service. Plaintiff is informed and
2 believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately
3 November of 2008 through approximately March of 2024.

4 **B. Defendants**

5 4. Plaintiff is informed and believes and based thereon alleges that defendant FAMILY
6 TREE is, and at all times relevant hereto was, a corporation organized and existing under and by
7 virtue of the laws of the State of California and doing business in the County of Orange, State of
8 California. At all relevant times herein, FAMILY TREE employed Plaintiff and similarly situated
9 employees within the State of California.

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

23 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

16 10. Plaintiff is informed and believes, and based thereon alleges that despite the
17 formation of the purported corporate existence of FAMILY TREE, and DOES 1 through 50,
18 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
20 following 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
23 violated the laws as set forth in this Complaint, and who has hidden and currently
24 hide behind the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or
25 accomplish some other wrongful or inequitable purpose;

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

1 expenditures;

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

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

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

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

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

26 12. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
27 Individual Defendants, and each of them, are liable for the civil penalties, or some of them,
28 described herein because Individual Defendants, and each of them, caused or are otherwise

1 contributed to the violations described herein, or some of them.

2 **JURISDICTION**

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

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

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

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

25 17. During the Civil Penalty Period, Defendants violated, inter alia, Labor Code sections
26 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,
27 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245,
28 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102,

1 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
2 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5,
3 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of
4 Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions
5 Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable
6 Wage Orders.

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

11 19. On or around June 21, 2024, Plaintiff provided written notice pursuant to Labor
12 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
13 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
14 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

25 22. 11. In the event that Defendants, or either of them, is/are determined to have
26 satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined
27 to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties
28 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

23. 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).

24. 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).

25. 14. 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 Defendants thus are 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.

26. 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.

FACTUAL BACKGROUND

1 27. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
3 some of them, in violation of California state wage and hour laws as a result of, without limitation,
4 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
5 seven consecutive work days in a work week without being properly compensated for hours
6 worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week,
7 and/or hours worked on the seventh consecutive work day in a work week by, among other things,
8 failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of
9 pay; engaging, suffering, or permitting employees to work off the clock, including, without
10 limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work
11 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
12 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
13 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
14 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
15 phone calls off the clock, to drive off the clock, and/or go through security screenings and/or
16 temperature checks off the clock; failing to include all forms of remuneration, including non-
17 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
18 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
19 additional compensation was earned for the purpose of calculating the overtime rate of pay;
20 detrimental rounding of employee time entries, editing and/or manipulation of time entries; and by
21 attempting but failing to properly implement an alternative workweek schedule ("AWS")
22 (including, without limitation, by failing to implement a written agreement designating the
23 regularly scheduled alternative workweek in which the specified number of work days and work
24 hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the
25 performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit;
26 failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to
27 register an AWS election with the State of California, as required by Labor Code section 511 and
28 applicable Wage Orders) to the detriment of Plaintiff and Class Members.

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

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

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

26 31. For at least three (3) years prior to the filing of this action and continuing to the
27 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
28 full amount of their wages owed to them upon termination and/or resignation as required by Labor

1 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
2 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

16 34. For at least three (3) years prior to the filing of this action and continuing to the
17 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
18 costs incurred in mileage and/or gas costs incurred in driving personal vehicles for work-related
19 purposes; and using cellular phones for work-related purposes.

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

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

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
2 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved
3 Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7)
4 straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying
5 them proper overtime wages every day, as a result of, without limitation, failing to accurately track
6 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
7 off the clock, including, without limitation, by requiring employees: to come early to work and
8 leave late work without being able to clock in for all that time, to suffer under Employer's control
9 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks
10 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
11 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
12 clock, to make phone calls or drive off the clock, and/or go through security screenings and/or
13 temperature checks off the clock; failing to include all forms of remuneration, including non-
14 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
15 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
16 additional compensation was earned for the purpose of calculating the overtime rate of pay;
17 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
18 less hours than actually worked, for paying straight pay instead of overtime pay, for failure to pay
19 overtime as required by Labor Code section 226.2, and by attempting but failing to properly
20 implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to
21 implement a written agreement designating the regularly scheduled alternative workweek in which
22 the specified number of work days and work hours are regularly recurring; failing to adopt the
23 AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote
24 of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior
25 to any AWS election; and/or failing to register an AWS election with the State of California, as
26 required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Plaintiff
27 and other Aggrieved Employees. Consequently, Plaintiff is informed and believes, and based
28 thereon alleges, that Defendants violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551,

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

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

1 scheduled work at their regular rate of pay. As such, Plaintiff is informed and believes, and based
2 thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 222 (as it
3 pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage
4 Orders based on its continued failure to pay minimum wages for all hours worked, that Plaintiff and
5 other Aggrieved Employees personally suffered these violations, and that Plaintiff and other
6 Aggrieved Employees are entitled to actual and liquidated damages under, without limitation,
7 Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour
8 of work per day for each Aggrieved Employee in the Civil Penalty Period. Plaintiff is further
9 informed and believes, and based thereon alleges, that Defendants' conduct above, which gave rise
10 to such violations, was malicious, fraudulent, or oppressive. Defendant would also be liable for
11 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
12 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendant
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 39. 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
16 with minimum wages for all hours worked or otherwise under Employer's control every day as a
17 result 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
22 periods 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
25 phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding
26 of employee time entries; 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. 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
4 these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and
5 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
6 conduct above, which gave rise to such violations was malicious, fraudulent, or oppressive.
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
10 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
11 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10)
12 hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods
13 or compensation in lieu thereof including, each workday, without limitation: by interrupting meal
14 periods; not providing timely meal periods; failing to provide first and second meal periods;
15 providing short meal periods, including without, limitation meal periods that were recorded for less
16 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
17 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
18 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
19 during the meal period, having to undergo security or bag checks during the meal period, and /or
20 having to retrieve and store personal belongings during the meal period; requiring that employees
21 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
22 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
23 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
24 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
25 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to
26 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during
27 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
28 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor

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

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

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

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

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

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

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

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

1 contractor, the name and address of the legal entity that secured the services of the employer); and
2 other such information as required by Labor Code section 226, subdivision (a) , as well as Labor
3 Code section 226.2 to the extent it does not include for piece-rate work the information required
4 therein including, without limitation, the quantity, rate and units worked per piece, as well as
5 separately itemized non-productive time and rest and recovery periods. Specifically, Defendants
6 intentionally failed to furnish employees with itemized wage statements that accurately reflect the
7 hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which they were
8 or should have been paid (including due to failure to pay at the proper regular rate), thus resulting
9 in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently,
10 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
11 sections 226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA
12 Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these violations
13 and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked
14 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
15 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
16 be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and
17 2699. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
18 conduct above, which gave rise to such violations, was malicious, fraudulent, or oppressive.
19 Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3,
20 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
21 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved
2 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
3 personally suffered these violations and was owed penalties under Labor Code section 203 (or, as
4 applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the
5 PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor Code
6 section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201,
7 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is further informed
8 and believes, and based thereon alleges, that Defendants' conduct above, which gave rise to such
9 violations, was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
10 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
11 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties pursuant to Labor
12 Code section 2699(f)(2)(B)(ii).

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

25 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
26 or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
27 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
28 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of

1 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
2 established place of business in the state), the name and address of which must but did not appear
3 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must
4 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
5 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
6 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise
7 than in money. Plaintiff is further informed and believes, and based thereon alleges, that such
8 wages were not compensated at the “regular rate” of compensation as provided under Labor Code
9 sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor
10 Code section 1198. In addition, Plaintiff is informed and believes that Defendants, by these
11 deductions and/or otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to
12 be charged back or kicked back to Defendants. Consequently, Plaintiff is informed and believes,
13 and based thereon alleges, that Plaintiff and other Aggrieved Employees have personally suffered
14 violations under these sections and are entitled to relief under, without limitation, Labor Code
15 sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510
16 subsection (a), 1194, and 1197. Plaintiff is further informed and believes, and based thereon
17 alleges, that Defendants’ conduct above, which gave rise to such violations, was malicious,
18 fraudulent, or oppressive. Defendants would thus be liable for civil penalties pursuant to Labor
19 Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
20 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

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

1 carrier, information regarding paid sick leave, and other pertinent information required to be
2 disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
3 failure to provide such information, including rates of pay that are in effect, has permitted
4 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
5 and overtime wage laws in California. Plaintiff is additionally informed and believes that the
6 notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
7 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
8 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff is
9 further informed and believes, and based thereon alleges, that Defendants' conduct above, which
10 gave rise to such violations, was malicious, fraudulent, or oppressive. Among other relief,
11 employees may collect from Defendants in connection with these violations' civil penalties
12 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
13 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

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

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

6 50. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
7 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
8 together with all interest owed at the separation of employment in violation of Labor Code sections
9 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations,
10 and that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the
11 deposit and accrued interest. Plaintiff further informed and believes, and based thereon alleges, that
12 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
13 Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699,
14 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
15 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 51. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
17 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
18 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
19 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
20 required to be provided pursuant to California and local laws. Plaintiff is further informed and
21 believes that the sick pay was not provided at the proper regular of pay as required under California
22 law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes
23 that Defendants also did not permit its use upon request by Plaintiff and other Aggrieved
24 Employees as contemplated under California and local laws, including, without limitation, under
25 Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or
26 domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice
27 requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223,
28 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus

1 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
2 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered
3 violations under these sections and Defendants would be liable for civil penalties for violation of
4 the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable,
5 injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff is further
6 informed and believes, and based thereon alleges, that Defendants' conduct above, which gave rise
7 to such violations, was malicious, fraudulent, or oppressive. Defendants would further be liable for
8 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 52. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
10 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
11 off and vacation time owed upon separation of employment as wages at their final rate of pay in
12 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
13 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
14 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other
15 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
16 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
17 2699, 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, which gave rise to such
19 violations, was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
20 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 53. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to pay aggrieved employees their wages in accordance with
23 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
24 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
25 during which the labor was performed, and labor performed between the 16th and the last day,
26 inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following
27 month." Plaintiff is informed and believes and based thereon alleges that Defendants did not and
28 do not pay Plaintiff and other Aggrieved Employees every day and every workweek in accordance

1 with Labor Code sections 204 and 1198. As such, Plaintiff is informed and believes, and based
2 thereon alleges that Defendants violated Labor Code section 204 and that Plaintiff and other
3 Aggrieved Employees have personally suffered these violations. Plaintiff is further informed and
4 believes, and based thereon alleges, that Defendants' conduct above, which gave rise to such
5 violations, was malicious, fraudulent, or oppressive. Defendants would be liable for civil penalties
6 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
7 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
8 Code section 2699(f)(2)(B)(ii).

9 54. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
10 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
11 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
12 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
13 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
14 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
15 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
16 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
17 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
18 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
20 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
21 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
22 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
23 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
24 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
25 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
26 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
27 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
28 card payment processing fees that may be charged to the employer by the credit card company by

1 not later than the regular payday following the date the patron authorized the credit card. In
2 addition, Defendants failed to keep accurate records of all gratuities received by Defendants and
3 made those open to inspection at all reasonable hours. Plaintiff is informed and believes that this
4 has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor
5 Code sections 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered
6 violations thereto and Defendants would be liable for civil penalties pursuant to Labor Code
7 sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
8 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct
9 above, which gave rise to such violations, was malicious, fraudulent, or oppressive. Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 56. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
12 have a policy or practice of failing to provide all working employees, including without limitation
13 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
14 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
15 place an adequate number of seats in reasonable proximity to the work area and/or permitted
16 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
17 performance of their duties when employees are not engaged in the active duties of their
18 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
19 Employees have personally suffered these violations. Plaintiff is informed and believes that this
20 has resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
21 Employees have personally suffered violations thereto and Defendants would be liable for civil
22 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
23 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
24 conduct above, which gave rise to such violations, was malicious, fraudulent, or oppressive.
25 Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 57. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or

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

14 ///

15 58. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
16 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
17 violations of state and federal law, either within Defendants to their managers or outside of
18 Defendants to private attorneys or government officials, among others, in violation of Business and
19 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
20 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
21 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
22 from disclosing information about unsafe or discriminatory working conditions, or about wage and
23 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
24 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
25 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
26 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
27 informed and believes, and based thereon alleges, that Defendants' conduct above, which gave rise
28 to such violations, was malicious, fraudulent, or oppressive. Defendants would further be liable for

1 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

2 59. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
3 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
4 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
5 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
6 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
7 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
8 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
9 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
10 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
11 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
12 and based thereon alleges, that Defendants' conduct above, which gave rise to such violations, was
13 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
14 to Labor Code section 2699(f)(2)(B)(ii).

15 60. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
16 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
17 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
18 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
19 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
20 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
21 employment, to adopt or follow or refrain from adopting or following a particular course or line of
22 political action and/or political activity. Plaintiff is informed and believes, and based thereon
23 alleges that in doing so, Defendants have violated, without limitation, Labor Code sections 1101,
24 1102, 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these
25 violations and are thus informed and believe that Defendants are exposed to liability for civil
26 penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
27 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
28 Defendants' conduct above, which gave rise to such violations, was malicious, fraudulent, or

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

3 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
4 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
5 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
6 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
7 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
8 purported confidentiality agreements, purported severance agreements, or purported release
9 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
10 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
11 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
12 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
13 unlawfully restrain trade by prohibiting employees from speaking with prospective employers
14 about their work with Defendants, including but not limited to their wages and working conditions.
15 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
16 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
17 Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5, 1700.31 and
18 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
19 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
20 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
21 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
22 based thereon alleges, that Defendants' conduct above, which gave rise to such violations, was
23 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
24 Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 62. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a practice or policy of conducting unlawful background checks on prospective and current

1 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
2 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
3 without limitation: requiring job applicants and employees to disclose their conviction history
4 before Defendants made a conditional offer of employment; inquiring into or considering the
5 conviction history of applicants before Defendants made any conditional offers of employment;
6 considering, distributing, or disseminating information about arrests not followed by conviction,
7 referrals to or participation in a pretrial or posttrial diversion program, convictions that have been
8 sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which
9 the convicted person has received a full pardon or has been issued a certificate of rehabilitation,
10 while conducting conviction history background checks in connection with any applications for
11 employment; intending to deny an applicant a position of employment solely or in part because of
12 the applicant's conviction history; and asking applicants for employment to disclose, through any
13 written form or verbally, information concerning or related to an arrest, detention, processing,
14 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
15 to the process and jurisdiction of the juvenile court, to the detriment of Plaintiff and other
16 Aggrieved Employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
17 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
18 of Labor Code section 1198, and that Defendants violated, without limitation, Labor Code sections
19 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
20 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
21 Defendants' conduct above, which gave rise to such violations, was malicious, fraudulent, or
22 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
23 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
24 Defendants would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 63. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a practice or policy of relying on the salary history information of an applicant for
28 employment as a factor in determining whether to offer employment to an applicant or what salary

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

21 64. Plaintiff is informed and believes, and based thereon alleges that Defendants and
22 others in connection with the Defendants (including, without limitation, the owner of the property,
23 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
24 minors under the age of sixteen (16) years in connection with a manufacturing establishment or
25 other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a
26 workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in
27 operating or assisting in operating machines, including circular or band saws, wood shapers, wood-
28 jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring

1 machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding
2 machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses,
3 stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer
4 and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines
5 in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron
6 straightening or drawing machinery, rolling mill machinery, power punches or shears, washing,
7 grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and
8 others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in
9 occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor
10 Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Plaintiff is informed and believes,
11 and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391,
12 Educational Code 49112 and Educational Code 49116. Plaintiff is informed and believes, and
13 based thereon alleges, that Defendants had and has a policy or practice of requiring Aggrieved
14 Employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one
15 day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00
16 a.m. or after 7:00 p.m. Plaintiff is further informed and believes, and based thereon alleges, that
17 Defendants had and have a policy or practice of, among other things, requiring its employees, who
18 are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in
19 any schoolday and/or more than eighteen (18) hours in any week. Plaintiff is further informed and
20 believes, and based thereon alleges, that Defendants had and has a policy or practice of, among
21 other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for
22 more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m.,
23 and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on
24 a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is
25 informed and believes, and based thereon alleges, that Defendants violated, without limitation,
26 Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Plaintiff also alleges that
27 Aggrieved Employees personally suffered these violations, and that Aggrieved Employees are
28 entitled to damages. Plaintiff is further informed and believes, and based thereon alleges, that

1 Defendants' conduct above, which gave rise to such violations, was malicious, fraudulent, or
2 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
3 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections
4 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
5 Code section 2699(f)(2)(B)(ii).

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

10 66. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
12 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
13 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
14 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
15 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the
16 proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and
17 costs.

18 ///

19 67. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
20 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
21 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
22 appropriate and effective means to prevent further violations, as well as all monies owed but
23 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
24 restitution of amounts owed.

25 **CLASS ACTION ALLEGATIONS**

26 68. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
27 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
28 and former non-exempt employees of Defendants within the State of California at any time

1 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
2 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

9 **A. Numerosity**

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

14 72. Accounting for employee turnover during the relevant periods necessarily increases
15 this number. Plaintiff alleges Defendants' employment records would provide information as to the
16 number and location of all Class Members. Joinder of all members of the proposed Class is not
17 practicable.

18 ///

19 **B. Commonality**

20 73. There are questions of law and fact common to Class Members. These common
21 questions include, but are not limited to:

22 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
23 worked at a proper overtime rate of pay?

24 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
25 for all other time worked at the employee's regular rate of pay and a rate of pay that
26 is greater than the applicable minimum wage?

27 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
28 Class Members to take compliant meal periods?

- 1 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
2 with additional wages for missed or interrupted meal periods?
- 3 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
4 Class Members to take compliant rest periods?
- 5 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
6 with additional wages for missed rest periods?
- 7 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
8 Members upon termination or resignation all wages earned?
- 9 H. Are Defendants liable to Class Members for waiting time penalties under Labor
10 Code section 203?
- 11 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
12 Class Members with accurate wage statements?
- 13 J. Did Defendants fail to pay Class Members in a timely fashion as required under
14 Labor Code section 204?
- 15 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
16 losses incurred in direct consequence of the discharge of their duties or by obedience
17 to the directions of Defendants as required under Labor Code section 2802?
- 18 ///
- 19 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
20 with compensation at their final rate of pay for vested paid vacation time?
- 21 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
22 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 23 N. Are Class Members entitled to restitution of wages under Business and Professions
24 Code section 17203?
- 25 O. Are Class Members entitled to costs and attorneys' fees?
- 26 P. Are Class Members entitled to interest?

27 **C. Typicality**

- 28 74. The claims of Plaintiff herein alleged are typical of those claims which could be

1 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
2 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
3 damages arising out of and caused by Defendants' common course of conduct in violation of laws
4 and regulations that have the force and effect of law and statutes as alleged herein.

5 **D. Adequacy of Representation**

6 75. Plaintiff will fairly and adequately represent and protect the interest of Class
7 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
8 hour class actions.

9 **E. Superiority of Class Action**

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

16 77. Class action treatment will allow Class Members to litigate their claims in a manner
17 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
18 any difficulties that are likely to be encountered in the management of this action that would
19 preclude its maintenance as a class action.

20 **FIRST CAUSE OF ACTION**

21 **(Failure to Pay Overtime Wages – Against All Defendants)**

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

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

27 80. At all times relevant to this Complaint, Labor Code section 510 was in effect and
28 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in

1 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
2 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

8 82. Four (4) years prior to the filing of the Complaint in this Action through the present,
9 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
10 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
11 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
12 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
13 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
14 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to
15 come early to work and leave late work without being able to clock in for all that time, to suffer
16 under Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before
17 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
18 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
19 clock, to attend company meetings off the clock, to make phone calls off the clock, to drive off the
20 clock, and/or go through security screenings and/or temperature checks off the clock; failing to
21 include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal
22 allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of
23 pay for the pay periods where overtime was worked and the additional compensation was earned
24 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
25 entries, editing and/or manipulation of time entries; and by attempting but failing to properly
26 implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to
27 implement a written agreement designating the regularly scheduled alternative workweek in which
28 the specified number of work days and work hours are regularly recurring; failing to adopt the

1 AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote
2 of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior
3 to any AWS election; and/or failing to register an AWS election with the State of California, as
4 required by Labor Code section 511 and applicable Wage Orders) to the detriment of Plaintiff and
5 Class Members.

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

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

15 **SECOND CAUSE OF ACTION**

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

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

19 ///

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

22 87. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
23 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
24 Defendants' control.

25 88. For four (4) years prior to the filing of the Complaint in this Action through the
26 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
27 their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted
28 employees to work off the clock, including, without limitation, by requiring Plaintiff and Class

1 Members: to come early to work and leave late work without being able to clock in for all that time,
2 to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks
3 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
4 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
5 clock, to attend company meetings off the clock, to make phone calls off the clock; to drive off the
6 clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to
7 show less hours than actually worked; failing to pay split shift premiums; and failing to pay
8 reporting time pay to the detriment of Plaintiff and Class Members.

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

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

16 **THIRD CAUSE OF ACTION**

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

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

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

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

28 94. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee

1 with a meal period as provided in the applicable Wage Order of the Industrial Welfare
2 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
3 regular rate of compensation for each workday that the meal period is not provided.

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

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

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

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

21 **FOURTH CAUSE OF ACTION**

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

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

25 100. At all relevant times, Plaintiff and Class Members were employees or former
26 employees of Defendants covered by applicable Wage Orders.

27 101. California law and applicable Wage Orders require that employers "authorize and
28 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour

1 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
2 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
3 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
4 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
5 thirty (30) minutes of paid rest period.

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

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

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

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

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

28 **FIFTH CAUSE OF ACTION**

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

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

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

109. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

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

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

112. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or

1 resignation, until paid, up to a maximum of thirty (30) days.

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

5 114. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

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

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

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

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

19 ///

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

27 119. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
28 wage statements was knowing, intentional, and willful. Defendants had the ability to provide

1 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
2 provided wage statements that Defendants knew were not accurate.

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

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

14 122. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
15 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
16 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
17 attorneys' fees, and costs of suit.

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20 **SEVENTH CAUSE OF ACTION**

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

22 123. Plaintiff realleges each and every allegation set forth in the preceding paragraphs
23 and incorporate each by reference as though fully set forth hereat.

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

26 125. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
27 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
28 during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.”

3 126. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
4 independent and apart from, any other penalty provided in this article, every person who fails to
5 pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5,
6 and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred
7 dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or
8 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
9 employee, plus 25 percent of the amount unlawfully withheld.”

10 127. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
11 before the filing of the Complaint in this Action through the present, Defendants employed policies
12 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
13 Labor Code section 204.

14 128. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
15 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
16 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
17 for each subsequent violation in connection with each payment that was made in violation of Labor
18 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 ///

20 129. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
21 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of
22 penalties, interest, and their costs of suit, as well.

23 **EIGHTH CAUSE OF ACTION**

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

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

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

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

133. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; and using cellular phones for work-related purposes.

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

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

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

NINTH CAUSE OF ACTION

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

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

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

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

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

8 141. As a proximate result of Defendants' failure to pay vested vacation at the final rate
9 of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor
10 Code section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at
11 their final rate of pay, as set out in Defendants' policy or the contract of employment between
12 Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

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

16 **TENTH CAUSE OF ACTION**

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

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

20 144. Plaintiff is informed and believes and based thereon alleges that the unlawful
21 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
22 and Professions Code section 17200. Plaintiff is further informed and believes and based thereon
23 alleges that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs,
24 for at least four (4) years prior to the filing of this action and continuing to the present, Defendants
25 have had a consistent policy of failing to provide Plaintiff and similarly situated employees or
26 former employees within the State of California with the rights provided to them under the Healthy
27 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
28 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive

1 advantage over other comparable companies doing business in the State of California that comply
2 with their obligations to compensate employees in accordance with the Labor Code.

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

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

13 147. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
14 Procedure section 1032 and interest under Civil Code section 3287.

15 **ELEVENTH CAUSE OF ACTION**

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

17 148. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
18 preceding paragraphs as though fully set forth hereat.

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

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

26 150. At all relevant times herein, Labor Code section 210, subdivision (a) states and
27 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
28 this article, every person who fails to pay the wages of each employee as provided in Sections

1 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1)
2 For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and
3 “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
4 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

5 151. At all relevant times herein, Defendants have had a consistent policy or practice of
6 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
7 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
8 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
9 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
10 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
11 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
12 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
13 violation in connection with each payment that was made in violation of Labor Code section 204.

14 Civil Penalties Under Labor Code § 226.3

15 152. Defendants had and have a policy or practice of failing to comply with Labor Code
16 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
17 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
18 wages earned; the name and address of each employer with whom they have been placed to work;
19 all applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
21 entity securing the employer’s services if the employer is a farm labor contractor; and other such
22 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section
23 226.2 to the extent it does not include for piece-rate work the information required therein
24 including, without limitation, the quantity, rate and units worked per piece, as well as separately
25 itemized non-productive time and rest and recovery periods

26 153. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of
27 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
28 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for

1 each violation in a subsequent citation, for which the employer fails to provide the employee a
2 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

3 154. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
4 this section are in addition to any other penalty provided by law.”

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

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

13 Violation of Labor Code § 558

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

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

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

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

27 158. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
28 each of them, violated, or caused to be violated, the Labor Code sections described herein,

1 including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay
2 and overtime rates of pay applicable to their employment, allowances claimed as part of the
3 minimum wage, the regular payday designated by employer, the name of the employer, including
4 any “doing business as” names used, the name, address, and telephone number of the workers’
5 compensation insurance carrier, information regarding paid sick leave, and other pertinent
6 information.

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

12 Violation of Labor Code § 1174.5

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

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

24 162. At all times mentioned herein, Labor Code section 1174, subdivision (d) has
25 required every person employing labor in California to “[k]eep, at a central location in the state or
26 at the plants or establishments at which employees are employed, payroll records showing the hours
27 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
28 piece rate paid to, employees employed at the respective plants or establishments. These records

1 shall be kept in accordance with rules established for this purpose by the commission, but in any
2 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
3 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate
4 units earned.”

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

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

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

20 Violation of Labor Code § 1197.1

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

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

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

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

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

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

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

28 Civil Penalties Under Labor Code § 2699

169. 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.

170. 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.

171. 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.

172. 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.

DEMAND FOR JURY TRIAL

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

PRAYER

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

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;

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- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512, 558.1 and 226.7;
- 3 F. Penalties for inaccurate wage statements under Labor Code sections 226,
4 subdivision (e) and 558.1;
- 5 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 6 H. Penalties to timely pay wages under Labor Code section 210;
- 7 I. Damages under Labor Code sections 2802 and 558.1;
- 8 J. Preliminary and permanent injunctions prohibiting Defendants from further
9 violating the California Labor Code and requiring the establishment of appropriate
10 and effective means to prevent future violations;
- 11 K. Restitution of wages and benefits due which were acquired by means of any unfair
12 business practice, according to proof;
- 13 L. For attorneys' fees in prosecuting this action;
- 14 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
15 1197.1, and 2699;
- 16 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
17 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 18 O. For equitable, including, without limitation, injunctive relief;
- 19 P. Pre-judgment and post-judgment interest;
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- 25 Q. For costs of suit incurred herein; and
- 26 R. For such other and further relief as the Court deems just and proper.
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Dated: February 19, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Brandon M. Chang
BRANDON M. CHANG
Attorneys for Plaintiff, EDDY ROLANDO
MENDEZ and on behalf of all others similarly
situated and aggrieved

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