

1 **BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (Cal. Bar No. 287811)

2 *david@tomorrowlaw.com*

Sarah H. Cohen (Cal. Bar No. 330700)

3 *sarah@tomorrowlaw.com*

Rafael Yedoyan (Cal. Bar No. 351499)

4 rafael@tomorrowlaw.com 1460 Westwood Boulevard

5 Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

6 Attorneys for Plaintiff, ANA ORTIZ-GOMEZ and
7 on behalf of all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 ANA ORTIZ-GOMEZ, an individual and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.
14

15
16 BEYOND RESOURCE SOLUTIONS, INC., a
California Corporation; CAPLUGS, INC., a
17 Delaware Corporation; GEORGE PORTILLO,
an individual; and DOES 1 through 100,
18 inclusive,

19 Defendants.
20
21
22
23
24
25
26

CASE NO.: 24STCV15833

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

27 **DEMAND FOR JURY TRIAL**
28

[Amount in Controversy Exceeds \$35,000.00]

Plaintiff ANA ORTIZ-GOMEZ, on behalf of Plaintiff and all others similarly situated, alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Beyond Resource Solutions, Inc., and any of its respective subsidiaries or affiliated companies within the State of California (“BEYOND”); against Caplugs, Inc., and any of its respective subsidiaries or affiliated companies within the State of California (“CAPLUGS”); and George Portillo (“PORTILLO” and collectively, with BEYOND, CAPLUGS and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against BEYOND RESOURCE SOLUTIONS, INC., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“BEYOND RESOURCE SOLUTIONS”); CAPLUGS, INC., a Delaware corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“CAPLUGS”); and GEORGE PORTILLO, an individual currently residing in the State of California, County of Los Angeles (“PORTILLO”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 2100, 2101, 2102, 2103, 2104, and 2105, Plaintiff seeks to represent all employees of Dion & Sons, Amber Resources, and each of them, DOES 1 through

100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants”) working within three years preceding the date of this letter and continuing past the date of this Letter into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees” herein.

PARTIES

A. Plaintiff

3. Plaintiff ANA ORTIZ-GOMEZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, inspecting masking tape products. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff ANA ORTIZ-GOMEZ worked for Defendants from approximately September of 2019 through approximately January of 2024.

B. Defendants

4. Plaintiff is informed and believes and based thereon alleges that defendant BEYOND is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. Plaintiff is informed and believes, and based thereon alleges, that BEYOND is a labor contractor within the meaning of Labor Code section 2810.3 that provides outplacement staffing and payroll services for various industries and professions, including for CAPLUGS. At all relevant times herein, BEYOND employed Plaintiff and similarly situated employees within the State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant CAPLUGS is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles, State of California. At all relevant times herein, CAPLUGS employed Plaintiff and similarly situated employees within the State of California.

6. Plaintiff is informed and believes and based thereon alleges that defendant PORTILLO

1 is, and at all times relevant hereto was, an individual residing in California, as well as Plaintiff's
2 manager at CAPLUGS, and DOES 1 through 100, as further defined below.

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

16 **JOINT LIABILITY ALLEGATIONS**

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

22 9. All of the acts and conduct described herein of each and every corporate defendant was
23 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
24 and the officers and management-level employees of said corporate employers. In addition thereto,
25 said corporate employers participated in the aforementioned acts and conduct of their said employees,
26 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
27 of said corporate employees, agents, and representatives, the defendant corporation respectively and
28

1 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
2 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
3 agents and representatives.

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

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

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

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

20 B. The Individual Defendants derive actual and significant monetary benefits by and
21 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
22 Defendants as the funding source for the Individual Defendants’ own personal
23 expenditures;

24 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
25 and the Alter Ego Defendants, while really one and the same, were segregated to appear
26 as though separate and distinct for purposes of perpetrating a fraud, circumventing a
27 statute, or accomplishing some other wrongful or inequitable purpose;
28

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

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

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

18 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
19 thereon alleges that Defendants, and each of them, are joint employers.
20

21 **JURISDICTION**

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

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

1 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
2 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
3 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Los
4 Angeles County, and because Defendants employ numerous Class Members in Los Angeles County.

5 16. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
6 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and
7 hour violations under Labor Code section 2810.3 on June 19, 2024 by certified mail with return receipt
8 requested. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
9 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
10 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
11 recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at Labor
12 Code section 2698, *et seq.* ("PAGA"), as amended, plus reasonable attorneys' fees and costs, for
13 Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil Penalty
14 Period. 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
16 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
17 allegations described herein is not required. 6. During the Civil Penalty Period, Defendants violated,
18 *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a,
19 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231,
20 232, 232.5, 233, 235, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512,
21 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290,
22 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776,
23 1811, 1815, 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116 among others,
24 California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and
25 Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as
26 applicable Wage Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
27 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
28

1 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

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

7 18. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
8 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and
9 hour violations under Labor Code section 2810.3 on June 19, 2024, by certified mail with return
10 receipt requested.

11 19. To the extent Defendants, or either of them, previously used the notice and cure
12 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
13 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
14 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
15 conference process pursuant to section 2699.3(f). In the event that Defendants, or either of them, is/are
16 determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any
17 that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil
18 penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2). In the event that
19 Defendants, or either of them, is/are determined to have, prior to this notice or a request for records
20 pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff and/or his/her counsel, adequately
21 taken all reasonable steps to be in compliance with all provisions identified in this notice, said
22 defendant(s) is/are still liable for civil penalties pursuant to section 2699(g)(1)-(3). 13. In the event
23 that Defendants, or either of them is/are deemed to have adequately taken all reasonable steps to be in
24 compliance with all provisions identified in this notice within sixty (60) days of receiving this notice,
25 said defendant(s) is/are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

26 20. Plaintiff is further informed and believes that within five (5) years of any of violations
27 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
28

1 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus
2 Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section
3 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were found to have
4 unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject
5 to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and
6 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code sections 2699(g) or
7 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the
8 Defendants' conduct giving rise to the violations detailed herein was and is malicious, fraudulent,
9 and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section
10 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced
11 penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the
12 Employer's receipt of this notice.

13 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the June 19, 2024, postmarked date of the herein-described notice sent by Plaintiff
16 to the LWDA and Defendants.

17 **FACTUAL BACKGROUND**

18 22. For at least four (4) years prior to the filing of this action and continuing to the present,
19 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
20 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
21 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
22 consecutive work days in a work week without being properly compensated for hours worked in
23 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
24 worked on the seventh consecutive work day in a work week by, among other things, failing to
25 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the
26 detriment of Plaintiff and Class Members.

27 23. For at least four (4) years prior to the filing of this Action and continuing to the present,
28

1 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
2 them, in violation of California state wage and hour laws as a result of, among other things, at times,
3 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
4 above the minimum wage to the detriment of Plaintiff and Class Members.

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

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

16 26. For at least three (3) years prior to the filing of this action and continuing to the present,
17 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
18 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
19 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
20 premium wages, and vacation pay pursuant to Labor Code section 227.3.

21 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
22 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
23 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
24 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
25 hours worked at each hourly rate; and other such information as required by Labor Code section 226,
26 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
27 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.
28

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

4 29. For at least three (3) years prior to the filing of this action and continuing to the present,
5 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
6 in using cellular phones for work-related purposes; and purchasing tools necessary to perform work
7 duties.

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

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

16 32. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
17 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
18 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
19 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
20 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
21 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper
22 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

23 33. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
24 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
25 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
26 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
27 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
28

1 of amounts owed.

2 **CLASS ACTION ALLEGATIONS**

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

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

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

14 **A. Numerosity**

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

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

23 **B. Commonality**

24 39. There are questions of law and fact common to Class Members. These common
25 questions include, but are not limited to:

- 26 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
27 worked at a proper overtime rate of pay?
28

- 1 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
2 all other time worked at the employee's regular rate of pay and a rate of pay that is
3 greater than the applicable minimum wage?
- 4 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
5 Members to take compliant meal periods?
- 6 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
7 with additional wages for missed or interrupted meal periods?
- 8 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
9 Members to take compliant rest periods?
- 10 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed rest periods?
- 12 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
13 Members upon termination or resignation all wages earned?
- 14 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
15 section 203?
- 16 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
17 Class Members with accurate wage statements?
- 18 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
19 Code section 204?
- 20 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
21 losses incurred in direct consequence of the discharge of their duties or by obedience
22 to the directions of Defendants as required under Labor Code section 2802?
- 23 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
24 with compensation at their final rate of pay for vested paid vacation time?
- 25 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
26 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 27 N. Are Class Members entitled to restitution of wages under Business and Professions
28

1 Code section 17203?

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

3 P. Are Class Members entitled to interest?

4 **C. Typicality**

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

10 **D. Adequacy of Representation**

11 41. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
12 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
13 actions.

14 **E. Superiority of Class Action**

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

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

25 **REPRESENTATIVE ACTION ALLEGATIONS**

26 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
27 and each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved
28

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

1 violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it
2 pertains to employees governed by a collective bargaining agreement [“CBA”]), 1811, 1815
3 and applicable Wage Orders based on its practice of providing total compensation that is less
4 than the required legal overtime compensation for the overtime worked, entitling Employee
5 and other aggrieved employees to damages, including, without limitation, at least one hour of
6 unpaid overtime wages each day worked by each Aggrieved Employee during the Civil
7 Penalty Period. Employee further informed and believes, and based thereon alleges, that
8 Employer’s conduct above gave rise to such violations was malicious, fraudulent, or
9 oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections
10 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under
11 sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant
12 to Labor Code section 2699(f)(2)(B)(ii). 17. Plaintiff is informed and believes, and based
13 thereon alleges, that Defendants, and each of them, had and have a practice or policy of failing
14 to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
15 worked or otherwise under Employer’s control every day as a result of, without limitation,
16 failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or
17 permitting employees to work off the clock, including, without limitation, by requiring
18 employees: to come early to work and leave late work without being able to clock in for all
19 that time, to suffer under Defendants’ control due to long lines for clocking in, to complete
20 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal
21 periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
22 safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to
23 store and retrieve personal belongings off the clock, to attend company meetings off the clock,
24 to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
25 detrimental rounding of employee time entries; failing to pay the minimum amounts required
26 under Labor Code section 226.2; editing and/or manipulation of time entries to show less
27 hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
28

1 other Aggrieved Employees were required to report to work, and did report, but were not put
2 to work and/or were furnished less than half their usual or scheduled day's work without being
3 paid for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is
4 informed and believes, and based thereon alleges, that Defendants violated, without limitation,
5 Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 226.2,
6 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay
7 minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees
8 personally suffered these violations, and that Plaintiff and other Aggrieved Employees are
9 entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475,
10 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for
11 each Aggrieved Employee in the Civil Penalty Period. Employee further informed and
12 believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil
14 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
15 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff
16 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).
17 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have
18 a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
19 minimum wages for all hours worked or otherwise under Employer's control every day as a
20 result of, without limitation, failing to accurately track and/or pay for all minutes actually
21 worked; engaging, suffering, or permitting employees to work off the clock, including,
22 without limitation, by requiring employees: to come early to work and leave late work without
23 being able to clock in for all that time, to suffer under Defendants' control due to long lines
24 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after
25 clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
26 to don and doff uniforms and/or safety equipment off the clock, to undergo security checks
27 and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to
28

1 attend company meetings off the clock, to make phone calls, receive and respond to emails
2 and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing
3 and/or manipulation of time entries to show less hours than actually worked; and failing to
4 pay split shift premiums. In addition, Plaintiff and other Aggrieved Employees were required
5 to report to work, and did report, but were not put to work and/or were furnished less than half
6 their usual or scheduled day's work without being paid for half the usual or scheduled work
7 at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771,
8 1774 and 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these sections
9 and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
10 Plaintiff further informed and believes, and based thereon alleges, that Plaintiff's conduct
11 above gave rise to such violations was malicious, fraudulent, or oppressive. Plaintiff would
12 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). Plaintiff
13 is informed and believes, and based thereon alleges, that Defendants maintain policies or
14 practices of compelling Plaintiff and other Aggrieved Employees every day to, including,
15 without limitation, work over four-hour periods (or major fractions thereof) without
16 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted,
17 timely, and complete ten-minute rest periods in which the employees are completely relieved
18 of all of their duties, including, without limitation: by failing to provide rest periods all
19 together; failing to provide rest periods that were at least ten minutes in length, including rest
20 periods that were shorter than ten minutes, or rest periods that may have encompassed a total
21 of ten minutes but were in practice less than ten uninterrupted minutes due to, without
22 limitation, due to time required to walk to and from a suitable break area, time spent having
23 to don and doff safety gear during the rest period, having to retrieve and store personal
24 belongings during the rest period, and/or having to undergo security or bag checks during the
25 rest period, requiring that they be bundled together and/or with meal periods; interrupting
26 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods;
27 not providing rest periods in a timely fashion; and not permitting employees to leave the
28

1 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other
2 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
3 informed and believes, and based thereon alleges, that Defendants violated the applicable
4 Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that,
5 thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
6 for each day worked during the PAGA Period under Labor Code section 226.7. However,
7 Plaintiff is informed and believes that those premium payments under Labor Code section
8 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
9 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would
10 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay
11 these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both
12 failing to authorize the taking of compliant rest periods and for failing to provide premium
13 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and
14 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
15 conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
16 Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain
19 policies or practices of failing to maintain adequate temperatures which created excessive heat or
20 humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
21 comfortable working environments, as required under California Code of Regulations Title 8, section
22 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to maintain
23 temperatures at comfortable levels in violation of section 15 of the applicable Wage Orders, which
24 requires temperature be maintained in each work area to be reasonably comfortable, consistent with
25 industry-wide standards for the nature of the process and the work performed. Defendants, as required
26 by the same wage order provisions, also: failed and fails to take all feasible means to reduce excessive
27 heat or humidity created by the work process to provide reasonable comfort; failed and fails to provide
28

1 a heated room for Plaintiff and Aggrieved Employees so that they may retire for warmth while
2 maintaining such room at not less than 60 degrees; and/or failed and fails to maintain a temperature
3 of not less than 68 degrees in toilet rooms, resting rooms, and change rooms during hours of use
4 Plaintiff is further informed and believes, and based thereon alleges that Defendants failed and fail to
5 permit Plaintiff and other Aggrieved Employees from taking cooldown periods every day as required
6 under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by
7 Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Plaintiff
8 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
9 informed and believes, and based thereon alleges, that Defendants violated California Code of
10 Regulations, Title 8, Sections 3395 and 3396 each day for each Aggrieved Employee during the
11 PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their
12 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In
13 addition, for the failure each day of the PAGA Period by Defendants to provide rest and recovery
14 periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a
15 regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section
16 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those
17 premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code
18 section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and
19 recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2,
20 226.7 and/or 1198. Defendants would also be liable for their failures to provide comfortable levels of
21 temperatures to employees under the wage orders, including Section 15 thereof. Defendants would
22 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
23 wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to
24 authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
25 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
27 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
28

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

2 46. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
3 knew or should have known it imposed systematic quota and production demands on Plaintiff and
4 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
5 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
6 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
7 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,
8 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
9 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
10 (“OSHA”) hazards. Defendants, and each of them, is a “covered employer” and its warehouse
11 employees are “covered employees.” Defendants implement quotas as defined in Labor Code section
12 2100, subdivision (h) and subjects Plaintiff and Aggrieved Employees to adverse employment actions
13 as defined in Labor Code section 2102. Furthermore, Defendants willfully, knowingly and
14 intentionally established quotas that harmed Plaintiff and Aggrieved Employees all to increase
15 Defendants’ profits without concern for employee safety. Defendants, in fact, tracked meals, rest, and
16 recovery periods, that were not provided and did nothing to change its policies and practices.
17 Defendants also restricted and monitored the use of bathroom facilities and charged the time Plaintiff
18 and Aggrieved Employees used the bathroom against their quota. In other words, Plaintiff and
19 Aggrieved Employees who did not wait to use the restroom during meal or rest periods or before or
20 after their shift, were penalized for not meeting the quota either through reprimands, warnings, and
21 termination. Defendants maintained a point system designed to prevent Plaintiff and Aggrieved
22 Employees from complying with California law as alleged in this Notice and systematically used to
23 punish Plaintiff and Aggrieved Employees. Furthermore, Plaintiff prevented compliance with
24 California’s meal and rest break laws and failed to consider meal and rest breaks as productive time
25 when Plaintiff and Aggrieved Employees were required to remain on call in violation of Labor Code
26 section 2103, subdivision (b). Plaintiff and Aggrieved Employees were not permitted to take
27 compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to
28

1 Defendants' unlawful policy and practice to favor production goals over the rights of Plaintiff and
2 Aggrieved Employees. Consequently, Plaintiff and other Aggrieved Employees were not provided
3 with meal periods (or second meal periods); and/or authorized or permitted to take rest periods
4 (including second or third rest periods); and/or recovery periods; and Defendants' policies prevented
5 Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California
6 law. Furthermore, Defendants did not provide to Plaintiff and Aggrieved Employees a written
7 description of each quota that was applicable to Plaintiff and Aggrieved Employees; maintained secret
8 (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed
9 either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be
10 performed or materials that must be produced or handled within a time period, and any potential
11 adverse employment action that could result from failing to meet the quota. This information has not
12 been given by Defendants to Plaintiff and Aggrieved Employees, including when hired, commencing
13 on January 1, 2022 to the present. Additionally, Defendants changed the "quota" regularly without
14 notice, as often as per pay period. Defendants, and each of them, were also required to provide a new
15 written quota disclosure each and every time the quota changed and failed to do so since the Notice
16 was provided. Defendants, and each of them, failed to produce Employee's written quota disclosure
17 upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written
18 disclosures to Plaintiff and Aggrieved Employees, including new hires, since January 1, 2022, as well
19 as to current employees each time the quota changed. Defendants had and have a policy and practice
20 of taking adverse employment action against Plaintiff and Aggrieved Employees for failing to meet a
21 quota that does not allow Plaintiff and Aggrieved Employees to comply with meal and rest periods,
22 or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet
23 a quota that has not been disclosed to Plaintiff and Aggrieved Employees pursuant to Labor Code
24 section 2101. Defendants thus violated Labor Code sections 2100 through 2112. Plaintiff and the
25 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
26 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
27 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
28

1 1695.55, 1198 and 2699. Plaintiff further informed and believes, and based thereon alleges, that
2 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive,
3 particularly given, among other reasons, Defendants, and each of them, have been sued for these
4 violations in the past. Thus, Defendants, and each of them, would further be liable for civil penalties
5 pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 47. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
8 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
9 or hold employment under Labor Code section 432, personnel records under Labor Code section
10 1198.5, time records under Labor Code section 1174, the names and addresses of all employees
11 employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records
12 showing the hours worked daily by and the wages paid to, and the number of piece rate units earned
13 by, and applicable piece rate paid to, employees employed at the respective place of employment
14 under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the
15 contractor under Labor Code section 1695.55, as well as the information required to be kept under
16 Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other
17 aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed
18 to provide these documents to Employee and other Aggrieved Employees upon request in violation
19 of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1).
20 Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would
21 entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226
22 and 1198.5. Finally, Labor Code section 2104 states that if a current or former employee believes that
23 meeting a quota caused a violation of their right to a meal or rest period or required them to violate
24 any occupational health and safety laws in the Labor Code or division standards, they have the right
25 to request, and the employer shall provide, a written description of each quota to which the employee
26 is subject and a copy of the most recent 90 days of the employee's own personal work speed data.
27 Here, Defendants, and each of them, were served with a valid request to disclose Plaintiff's written
28

1 quota description and the most recent 90 days of Plaintiff's own personal work speed data and failed
2 to do so within twenty-one (21) days in violation of Labor Code section 2104. Defendants would also
3 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198, 2104 and
4 2699. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct
5 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
6 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii). 24. As a result of, among
7 other things, Defendants' herein-described policy or practice of failing to: accurately record time;
8 failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest
9 periods; and failing to provide compensation in lieu of meal or rest periods, as described above, and
10 due to independent failures in connection therewith, Plaintiff is informed and believes, and based
11 thereon alleges, that Defendants also intentionally failed and continues to fail to furnish Aggrieved
12 Employees, including, without limitation, Plaintiff, with itemized wage statements that accurately
13 reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates
14 of the period for which the employee is paid; the name of the employee and only the last four digits
15 of their social security number or an employee identification number other than a social security
16 number; all deductions; all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee; the legal name and
18 address Defendants (and, in the case of a farm labor contractor, the name and address of the legal
19 entity that secured the services of the employer); and other such information as required by Labor
20 Code section 226, subdivision (a) , as well as Labor Code section 226.2 to the extent it does not include
21 for piece-rate work the information required therein including, without limitation, the quantity, rate
22 and units worked per piece, as well as separately itemized nonproductive time and rest and recovery
23 periods. Specifically, Defendants intentionally failed to furnish employees with itemized wage
24 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
25 the rates of pay at which they were or should have been paid (including due to failure to pay at the
26 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
27 rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that
28

1 Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each Aggrieved
2 Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee
3 personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2
4 for each pay period worked during the PAGA Period. Plaintiff is informed and believes that those
5 penalties under Labor Code section 226 were not paid for these violations of Labor Code section 226.
6 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558,
7 1198, 1696.5, and 2699. Plaintiff is further informed and believes, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558,
10 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
11 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
13 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
14 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
15 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
16 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the
17 proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes, and
18 based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5
19 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the
20 PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these
21 violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a,
22 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However,
23 Plaintiff is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or
24 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5,
25 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is further informed and believes, and based thereon
26 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
27 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
28

1 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

14 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
15 had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved Employees,
16 by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1)
17 an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness,
18 (unless it was negotiable and payable in cash, on demand, without discount, at some established place
19 of business in the state), the name and address of which must but did not appear on the instrument,
20 and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least
21 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding
22 with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in
23 merchandise or purporting to be payable or redeemable otherwise than in money. Plaintiff is further
24 informed and believes, and based thereon alleges, that such wages were not compensated at the
25 "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a),
26 thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Plaintiff is
27 informed and believes that Defendants, by these deductions and/or otherwise, have caused wages
28

1 earned by Plaintiff and Aggrieved Employees to be charged back or kicked back to Defendants.
2 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
3 Aggrieved Employees have personally suffered violations under these sections and are entitled to
4 relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees
5 governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Plaintiff is further informed
6 and believes, and based thereon alleges, that Plaintiff's conduct above gave rise to such violations was
7 malicious, fraudulent, or oppressive. Defendants would thus be liable for civil penalties pursuant to
8 Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
9 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 51. Plaintiff is further informed and believes, and based thereon alleges that Defendants
12 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
13 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to
14 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
15 applicable to their employment, allowances claimed as part of the minimum wage, the regular payday
16 designated by Defendants, the name of the employer, including any "doing business as" names used,
17 the name, address and telephone number of the workers' compensation insurance carrier, information
18 regarding paid sick leave, and other pertinent information required to be disclosed by Employer under
19 Labor Code section 2810.5. Plaintiff is informed and believes that failure to provide such information,
20 including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay
21 that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff
22 is additionally informed and believes that the notice requirement of Labor Code section 2810.5
23 involves a mandatory payroll or workplace injury reporting. Plaintiff is informed and believes that
24 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved Employees
25 personally suffered these violations. Plaintiff further informed and believes, and based thereon alleges,
26 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
27 Among other relief, employees may collect from Defendants in connection with these violations' civil
28

1 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
2 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
3 section 2699(f)(2)(B)(ii).

4 52. Plaintiff is informed and believes, and based thereon alleges that Defendants also failed
5 and refused, and continues to fail and refuse, to reimburse employees, including, without limitation,
6 Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
7 mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering
8 mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and
9 maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or
10 drivers' exams taken as a condition of employment, or for compelling or coercing Plaintiff and
11 Aggrieved Employees, including applicants, to patronize in the purchase of a value or things,
12 including, without limitation, Defendants' product(s) and/or service(s), in direct consequence of the
13 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
14 Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As
15 a result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
16 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred
17 in furtherance of work duties. Plaintiff further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In
19 addition, Defendants would be liable for civil penalties pursuant to Labor Code sections 558, 1198
20 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
21 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 53. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
23 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
24 together with all interest owed at the separation of employment in violation of Labor Code sections
25 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations, and
26 that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the deposit and
27 accrued interest. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
28

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

5 54. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
6 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
7 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
8 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
9 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that the
10 sick pay was not provided at the proper regular of pay as required under California law due to failure
11 to properly calculate the regular rate. Plaintiff is further informed and believes that Defendants also
12 did not permit its use upon request by Plaintiff and other Aggrieved Employees as contemplated under
13 California and local laws, including, without limitation, under Labor Code section 233, that permits
14 its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Plaintiff
15 is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as
16 it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory
17 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated
18 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved
19 Employees have personally suffered violations under these sections and Defendants would be liable
20 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and
21 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
22 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
23 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 55. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time off
27 and vacation time owed upon separation of employment as wages at their final rate of pay in violation
28

1 of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and
2 applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated these Labor
3 Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
4 have personally suffered these violations and Defendants would be liable for civil penalties for
5 violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive
6 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
7 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
8 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

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

25 57. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff, with
27 owed wages weekly by not later than the regular payday of the following week. Plaintiff is informed
28

1 and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result,
2 pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have personally
3 suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to Labor Code
4 sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff
5 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to
6 such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
9 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
10 and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff and/or
11 Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to
12 credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff
13 and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes, and
14 based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit card
15 but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the patron
16 indicated on the credit card slip, without any deductions, for any credit card payment processing fees
17 that may be charged to the employer by the credit card company by not later than the regular payday
18 following the date the patron authorized the credit card. In addition, Defendants failed to keep accurate
19 records of all gratuities received by Defendants and made those open to inspection at all reasonable
20 hours. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections
21 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and other
22 Aggrieved Employees have personally suffered violations thereto and Defendants would be liable for
23 civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under
24 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges,
25 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
26 Defendants would further be liable for civil penalties pursuant to Labor Code section
27 2699(f)(2)(B)(ii).

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

16 60. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
18 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
19 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
20 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
21 from disclosing who else works with Defendants and under what circumstances that they might be
22 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this violates
23 Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various
24 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and
25 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these violations.
26 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
27 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would be liable for
28

1 civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
2 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
3 section 2699(f)(2)(B)(ii).

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

19 62. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
20 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
21 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
22 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
23 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other Aggrieved
24 Employees personally suffered these violations. Plaintiff is informed and believes that this lawful
25 conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's
26 constitutional rights of freedom of speech and economic liberty and would thus expose Defendant to
27 liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under
28

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

5 63. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
7 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
8 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
9 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
10 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
11 employment, to adopt or follow or refrain from adopting or following a particular course or line of
12 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
13 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
14 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
15 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor
16 Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff
17 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to
18 such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
21 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved
22 Employees to agree, in writing, to terms and conditions known by Defendants (and their agents,
23 managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-
24 compete agreements, terms known to be illegal in purported arbitration agreements, purported
25 confidentiality agreements, purported severance agreements, or purported release agreements, and
26 other written documents presented for signature and/or assent to Plaintiff and/or Aggrieved
27 Employees by Defendants. And, even more specifically, Plaintiff is informed and believes, and based
28

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

16 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
17 have a practice or policy of conducting unlawful background checks on prospective and current
18 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
19 informed and believes, and based thereon alleges, that Defendants violated applicable laws by, without
20 limitation: requiring job applicants and employees to disclose their conviction history before
21 Defendants made a conditional offer of employment; inquiring into or considering the conviction
22 history of applicants before Defendants made any conditional offers of employment; considering,
23 distributing, or disseminating information about arrests not followed by conviction, referrals to or
24 participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed,
25 expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person
26 has received a full pardon or has been issued a certificate of rehabilitation, while conducting
27 conviction history background checks in connection with any applications for employment; intending
28

1 to deny an applicant a position of employment solely or in part because of the applicant's conviction
2 history; and asking applicants for employment to disclose, through any written form or verbally,
3 information concerning or related to an arrest, detention, processing, diversion, supervision,
4 adjudication, or court disposition that occurred while the person was subject to the process and
5 jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As
6 such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved
7 Employees personally suffered these violations, as well as violation of Labor Code section 1198, and
8 that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as
9 Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages.
10 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
11 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable
12 for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief
13 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
14 to Labor Code section 2699(f)(2)(B)(ii).

15 66. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
16 have a practice or policy of relying on the salary history information of an applicant for employment
17 as a factor in determining whether to offer employment to an applicant or what salary to offer the
18 applicant in violation of Labor Code section 432.3 by including, on Defendants' application for
19 employment, an inquiry regarding current and/or former salary history information, including, without
20 limitation, compensation and benefits of the applicant for employment. Plaintiff is informed and
21 believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other
22 reasons, Plaintiff is informed and believes, and based thereon alleges, that Employer has failed to pay
23 its employees at wage rates less than those paid to employees of the opposite sex and/or another race
24 or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and
25 responsibility, and/or performed under similar working conditions without sufficient legal rationale.
26 Finally, Plaintiff is informed and believes, and based thereon alleges that Employer has discharged
27 and/or discriminated and/or retaliated against Plaintiff and Aggrieved Employees by reason of an
28

1 action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such,
2 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
3 limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Plaintiff also alleges that Plaintiff
4 and other Aggrieved Employees personally suffered these violations, and that Plaintiff and other
5 Aggrieved Employees are entitled to damages. Plaintiff further informed and believes, and based
6 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
7 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
8 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
9 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 67. Plaintiff is informed and believes, and based thereon alleges that Defendants and others
11 in connection with the Defendants (including, without limitation, the owner of the property, controller,
12 and others in concert with the Defendants) employed, permitted and/or suffered to work minors under
13 the age of sixteen (16) years in connection with a manufacturing establishment or other place of
14 employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory,
15 and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in
16 operating machines, including circular or band saws, wood shapers, woodjointers, planers, sandpaper
17 machinery, wood-polishing machinery, wood turning or boring machinery, picker machines,
18 machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing
19 machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in
20 sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or
21 paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories,
22 corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery,
23 rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar
24 rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to
25 hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set
26 forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1
27 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved
28

1 Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code
2 49116. As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198.
4 Employee also alleges that Aggrieved Employees personally suffered these violations, and that
5 Aggrieved Employees are entitled to damages. Plaintiff further informed and believes, and based
6 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
7 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
8 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections
9 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
10 section 2699(f)(2)(B)(ii).

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

15 **FIRST CAUSE OF ACTION**

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

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

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

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

26 72. At all times relevant to this First Amended Complaint, Labor Code section 510 further
27 provided that "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less
28

1 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
2 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate
3 of pay.”

4 73. Four (4) years prior to the filing of the Complaint in this Action through the present,
5 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
6 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
7 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
8 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
9 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

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

15 75. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
16 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
17 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
18 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

19 ///

20 **SECOND CAUSE OF ACTION**

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

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

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

26 78. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
27 Members were entitled to receive minimum wages for all hours worked or otherwise under
28

1 Defendants' control.

2 79. For four (4) years prior to the filing of the Complaint in this Action through the present,
3 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
4 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

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

8 81. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
9 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
10 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
11 reasonable attorneys' fees and costs of suit.

12 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

///

///

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

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

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

92. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work

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

6 93. 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 Welfare
8 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
9 regular rate of compensation for each work day that the rest period is not provided.

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

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

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

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

27 **FIFTH CAUSE OF ACTION**
28

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

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

99. 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.

100. 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.

101. 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.

102. 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.

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

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

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

7 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

25 110. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
26 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
27 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
28

1 statements that Defendants knew were not accurate.

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

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

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

17 **SEVENTH CAUSE OF ACTION**

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

19 114. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
20 incorporate each by reference as though fully set forth hereat.

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

23 116. Labor Code section 204 provides 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 during
25 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
26 any calendar month, shall be paid for between the 1st and 10th day of the following month."

27 117. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely
28

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

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

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

16 120. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
17 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
18 interest, and their costs of suit, as well.

19 ///

20 **EIGHTH CAUSE OF ACTION**

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

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

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

26 123. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
27 his or her employee for all necessary expenditures or losses incurred by the employee in direct
28

1 consequence of the discharge of his or her duties . . .”

2 124. For three (3) years prior to the filing of the Complaint in this Action through the
3 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
4 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
5 obedience to the directions of Defendants that included, without limitation: in using cellular phones
6 for work-related purposes; and purchasing tools necessary to perform work duties.

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

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

13 127. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
14 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
15 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

16 **NINTH CAUSE OF ACTION**

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

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

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

24 130. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
25 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
26 that Plaintiff’s employment contract with Defendants included paid vacations.

27 131. For at least four (4) years prior to the filing of this action and continuing to the present,
28

1 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
2 employees or former employees within the State of California with compensation at their final rate of
3 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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

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

12 **TENTH CAUSE OF ACTION**

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

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

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

27 136. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
28

1 Members have suffered injury in fact and lost money or property.

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

10 138. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
11 section 1032 and interest under Civil Code section 3287

12 **ELEVENTH CAUSE OF ACTION**

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

14 139. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in
15 the preceding paragraphs as though fully set forth hereat.

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

17 140. At all relevant times herein, Labor Code section 204, requires and required that:
18 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
19 paid for between the 16th and 26th day of the month during which the labor was performed,
20 and labor performed between the 16th and the last day, inclusive, of any calendar month, shall
21 be paid for between the 1st and 10th day of the following month.” 58. At all relevant times herein,
22 Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely
23 independent and apart from, any other penalty provided in this article, every person who fails to pay
24 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5,
25 shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
26 for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or
27
28

1 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld.”

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

12 Civil Penalties Under Labor Code § 226.3

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

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

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

3 144. 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.”

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

8 146. 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 for
11 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
12 for each subsequent violation.

13 Violation of Labor Code § 558

14 147. 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 penalty
17 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient to recover
19 underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to
22 the affected employee.” Plaintiff is informed and believes, and based thereon alleges, that Defendants,
23 and each of them, violated, or caused to be violated, the Labor Code sections described herein,
24 including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and
25 overtime rates of pay applicable to their employment, allowances claimed as part of the minimum
26 wage, the regular payday designated by employer, the name of the employer, including any “doing
27
28

1 business as” names used, the name, address, and telephone number of the workers’ compensation
2 insurance carrier, information regarding paid sick leave, and other pertinent information.

3 148. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
5 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
6 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
7 (\$100) for each Aggrieved Employee per pay period for each subsequent violation. Violation of Labor
8 Code § 1174.5 68. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
9 required every person employing labor in California to “[a]llow any member of the commission or
10 the employees of the Division of Labor Standards Enforcement free access to the place of business or
11 employment of the person to secure any information or make any investigation that they are authorized
12 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
13 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
14 person.” 69. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
15 every person employing labor in California to “[k]eep a record showing the names and addresses of
16 all employees employed and the ages of all minors.”

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

25 150. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
27 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
28

1 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
2 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

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

8 152. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
11 hundred dollars (\$500) per violation per pay period per Aggrieved Employee. Violation of Labor
12 Code § 1197.1 74. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
13 person acting either individually or as an officer, agent, or employee of another person, who pays or
14 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
15 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
16 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
17 follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
18 each underpaid employee for each pay period for which the employee is underpaid. This amount shall
19 be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
20 Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each
21 subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid
22 employee for each pay period for which the employee is underpaid regardless of whether the initial
23 violation is intentionally committed. This amount shall be in addition to an amount sufficient to
24 recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
25 imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties
26 imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

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

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

15 Civil Penalties Under Labor Code § 2699

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

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

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

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

4 **DEMAND FOR JURY TRIAL**

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

6 **PRAYER**

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

- 9 A. An order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
11 counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum and overtime wages
13 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
14 1194, 1197 and 1199 and 227.3;
- 15 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 16 E. Damages for unpaid premium wages from missed meal and rest periods under,
17 among other Labor Code sections, 512, 558.1 and 226.7;
- 18 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
19 (e) and 558.1;
- 20 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 21 H. Penalties to timely pay wages under Labor Code section 210;
- 22 I. Damages under Labor Code sections 2802 and 558.1;
- 23 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
24 1174.5, 1197.1, and 2699;
- 25 K. . An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
26 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 27 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
28

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

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

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

O. For attorneys' fees in prosecuting this action;

P. For costs of suit incurred herein; and

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

Dated: August 14, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Rafael Yedoyan

David D. Bibiyan

Sarah H. Cohen

Rafael Yedoyan

Attorneys for Plaintiff ANA ORTIZ-GOMEZ and
on behalf of all others similarly situated