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on behalf of the State of California and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KEISHA FRASER, on behalf of the State of
California and all Aggrieved Employees,

Plaintiff,

v.

CGI INC.; MANPOWERGROUP US INC.,
a Wisconsin Corporation; EXPERIS US
LLC, a Wisconsin Limited Liability
Company; and DOES 1-100, inclusive,

Defendants.

Case No.: **24CV016544**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, KEISHA FRASER, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants CGI INC.;
3 MANPOWERGROUP US INC., a Wisconsin Corporation; EXPERIS US LLC, a Wisconsin
4 Limited Liability Company; and DOES 1-100, inclusive, (collectively referred to herein as
5 “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

6 **INTRODUCTION**

7 1. This is a representative action filed by PLAINTIFF on behalf of PLAINTIFF, all
8 Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California’s
9 Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties
10 (75% payable to the Labor and Workforce Development Agency and 25% payable to Aggrieved
11 Employees) for DEFENDANTS’ violations of the California Labor Code as alleged below.

12 **JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
14 California statutes, including but not limited to the PAGA, and decisional law and regulations.

15 3. Venue is proper in this judicial district and the County of Sacramento pursuant to
16 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
17 this judicial district and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See*
18 *also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
19 PAGA action is proper in any county where the defendants committed Labor Code violations against
20 some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil
21 Procedure because the cause, or some part of the cause, arose in the County of Sacramento.

22 **THE PARTIES**

23 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
24 California and a citizen of the State of California.

25 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
26 title(s) of Service Desk Agent and/or a similar title(s) and/or job position(s) beginning in or around
27 February 2024. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ Rancho Cordova,
28 California location(s).

1 6. Defendant CGI INC. is a Canadian Corporation that, at all relevant times, was
2 authorized to do business within the State of California and is doing business in the State of
3 California.

4 7. Defendant MANPOWERGROUP US INC., is a Wisconsin Corporation that, at all
5 relevant times, was authorized to do business within the State of California and is doing business in
6 the State of California.

7 8. Defendant EXPERIS US LLC is a Wisconsin Limited Liability Company that, at all
8 relevant times, was authorized to do business within the State of California and is doing business in
9 the State of California.

10 9. DEFENDANTS own, operate, manage and/or staff its employees to work at the
11 offices, facilities and/or other location(s) in California, including but not limited to the offices,
12 facilities in Rancho Cordova, California. DEFENDANTS, through its various locations, serve the
13 professional and/or technical services industry.¹

14 10. The true names and capacities of the DOE Defendants sued herein as DOES 1
15 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
16 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
17 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
18 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
19 become known.

20 11. PLAINTIFF is further informed and believes that, at all relevant times, each
21 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
24 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
25 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
26

27 ¹ See <https://www.cgi.com/>; <https://www.manpowergroup.com/en>; and <https://www.experis.com/>.
28 Last visited on August 19, 2024.

1 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
2 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
3 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
4 controlled, aided and abetted the conduct of all other Defendants.

5 **JOINT LIABILITY**

6 12. Under California law, the definition of the terms “to employ” are broadly construed
7 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
8 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
9 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
10 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
11 was to reach situations in which multiple entities control different aspects of the employment
12 relationship. Supervision of the work, in the specific sense of exercising control over how services
13 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
14 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
15 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
16 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
17 California, applying a less stringent standard to what constitutes sufficient control by a business
18 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
19 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
20 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
21 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
22 employment,” *Id.* at 875 [emphasis added].

23 13. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and other
24 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
25 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
26 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
27 over wages, hours and working conditions of PLAINTIFF and Aggrieved Employees; (2) suffered
28 or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF

1 and Aggrieved Employees to work for them.

2 14. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
3 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
4 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
5 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
6 policies and practices regardless of the location(s) where they worked. Among other things,
7 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
8 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
9 over the day-to-day operations and employment matters, including the power to hire and fire, set
10 schedules, issue employee policies, and determine rates of compensation across its locations in
11 California; (3) DEFENDANTS utilize the same policies and procedures for all California
12 employees, including issuing the same employee handbooks and other form agreements; (4)
13 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
14 employment matters; and, (6) DEFENDANTS share employees.

15 15. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
16 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and Aggrieved
17 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
18 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
19 wages, hours and working conditions, and/or suffered or permitted them to work so as to be
20 considered the joint employers of PLAINTIFF and Aggrieved Employees.

21 16. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
22 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
23 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
24 working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
25 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
26 PLAINTIFF and other Aggrieved Employees in a uniform manner. DEFENDANTS collectively
27 represented to PLAINTIFF and other Aggrieved Employees that each was an "at-will" employee of
28 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's

1 and other Aggrieved Employees' employment with or without cause. Upon information and belief,
2 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
3 writing the details of their compensation, and the manner in which they were to take meal and rest
4 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
5 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
6 collectively would evaluate their wage rates.

7 17. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
8 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
9 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
10 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
11 PLAINTIFF seeks relief in this Complaint.

12 18. Moreover, based on information and belief, MANPOWERGROUP US INC., and/or
13 EXPERIS US LLC,(MANPOWERGROUP US INC. and EXPERIS US LLC are referred to herein
14 collectively as "Manpower") hired PLAINTIFF and entered into a written employment agreement
15 with PLAINTIFF. During PLAINTIFF's employment, Manpower maintained control over many
16 aspects of PLAINTIFF's employment, including, among other things, having the authority to
17 discipline PLAINTIFF, change PLAINTIFF's job assignment, change PLAINTIFF's work hours,
18 change PLAINTIFF's rates of pay, and to terminate PLAINTIFF's employment.

19 19. Based on information and belief, when PLAINTIFF was first hired, Manpower
20 provided PLAINTIFF with orientation and training materials. Manpower issued PLAINTIFF
21 written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of
22 PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and
23 belief, among other things, these policies provided that PLAINTIFF's weekly time records be
24 submitted to Manpower, and Manpower was supposed to process PLAINTIFF's time records and
25 pay PLAINTIFF for all hours worked. Manpower exercised ultimate control over the payment of
26 PLAINTIFF's wages, as Manpower issued PLAINTIFF her paychecks. Finally, Manpower directed
27 PLAINTIFF to comply with CGI INC.'s policies and directions. PLAINTIFF is informed and
28 believes that Manpower exercised the same control over, applied the same policies and practices,

1 and engaged in the same acts and omissions with regard to the other Aggrieved Employees.

2 20. CGI INC., (hereinafter sometimes referred to as “CGI”) similarly suffered or
3 permitted PLAINTIFF to work for them or engaged PLAINTIFF to work for them. PLAINTIFF is
4 informed and believes that CGI entered into a written agreement with Manpower, pursuant to which
5 CGI paid Manpower to provide it with workers, including PLAINTIFF, to conduct CGI’s business
6 operations – namely, to work in CGI’s warehouse distributions centers and/or other facilities and/or
7 other location(s). CGI suffered or permitted PLAINTIFF to work at CGI for the entirety of
8 PLAINTIFF's employment.

9 21. CGI further exercised control over PLAINTIFF's wages, hours and working
10 conditions. CGI also: (1) set PLAINTIFF's work hours and provided his work schedule; (2)
11 provided PLAINTIFF with policies regarding meal periods and rest breaks, with which PLAINTIFF
12 was required to comply; (3) directly supervised PLAINTIFF's work through its employees; (4)
13 assigned PLAINTIFF’s job duties and trained PLAINTIFF on said job duties; (5) exercised authority
14 to reprimand and counsel PLAINTIFF regarding any issues, including work performance; (6)
15 exercised authority to end PLAINTIFF's work assignment at any time, the effective termination of
16 employment; (7) required PLAINTIFF to record hours worked using CGI’s timekeeping system;
17 (8) determined whether and when PLAINTIFF would receive meal periods and rest breaks; (9)
18 subjected PLAINTIFF to unlawfully scheduled meal periods and rest breaks; and, (10) was
19 responsible for maintaining PLAINTIFF’s timekeeping records. On information and belief, CGI
20 issued further written policies and practices and guidelines governing PLAINTIFF's working
21 conditions with which PLAINTIFF was required to comply.

22 22. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
23 control over, applied the same policies and practices, and engaged in the same acts and omissions
24 with regard to all other Aggrieved Employees.

25 23. PLAINTIFF is informed and believes and thereon alleges that DEEFENDANTS
26 must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties
27 under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to
28 perform services from which DEFENDANTS benefited, and furthermore that the aforementioned

1 entities had the right to exercise control over the wages, hours and/or working conditions of
2 PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF.

3 24. By reason of their status as joint employers of PLAINTIFF and Aggrieved
4 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
5 Code and applicable Wage Orders as to all Aggrieved Employees.

6 25. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
7 control over, applied the same policies and practices, and engaged in the same acts and omissions
8 with regard to the other Aggrieved Employees.

9 26. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must
10 be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under
11 PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform
12 services from which they benefited, and furthermore that the aforementioned entities had the right
13 to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant
14 times herein, so as to be considered the joint employers of PLAINTIFF.

15 27. By reason of their status as joint employers of PLAINTIFF and Aggrieved
16 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
17 Code and applicable Wage Orders as to all Aggrieved Employees.

18 **LIABILITY UNDER CALIFORNIA LABOR CODE SECTION 2810.3**

19 28. California Labor Code section 2810.3(b)(1) provides in pertinent part that “a client
20 employer shall share with the labor contractor” all civil liability for the payment of wages to the
21 workers supplied by the labor contractor.

22 29. Manpower is a “labor contractor” in that it supplies CGI, with workers to perform
23 labor within CGI’s usual course of business. Lab. Code § 2810.3(a)(3).

24 30. CGI is a “client employer” in that CGI is a business entity that “obtains or is provided
25 workers to perform labor within its usual course of business” from labor contractor Manpower Lab.
26 Code § 2810.3(a)(1)(A). Moreover, CGI has a workforce of more than twenty-five workers and is
27 supplied with at least five workers from a labor contractor at any given time. Lab. Code §
28 2810.3(a)(1)(B).

31. Under Section 2810.3, DEFENDANTS thus share all civil liability for the payment of wages to all workers supplied to CGI by Manpower.

32. PLAINTIFF complied with all administrative requirements by providing notice by certified mail of the claims alleged herein to CGI Lab. Code § 2810.3(d).

33. Any reference herein to any alleged act or omission by any DEFENDANT shall be deemed also to mean the same alleged act or omission by every other DEFENDANT, acting jointly and severally.

PAGA ALLEGATIONS

34. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).

35. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by one or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer – regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

1 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

2 36. PLAINTIFF, on June 10, 2024, through counsel, gave written notice by online filing
3 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
4 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
5 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
6 certified mail.

7 37. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
8 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
9 Employees.

10 38. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
11 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
12 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
13 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
14 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

15 39. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
17 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

18 **FACTUAL ALLEGATIONS**

19 40. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees
20 worked for DEFENDANTS in the State of California. At all times referenced herein,
21 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees, and suffered and/or
22 permitted them to work.

23 41. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
24 title(s) of Service Desk Agent and/or a similar title(s) and/or job position(s) during the relevant
25 period beginning in or around February 2024.

26 42. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ Rancho Cordova,
27 California location(s). PLAINTIFF regularly worked at least eight (8) to nine (9) hours per day, at
28 least five (5) days per week.

1 43. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
2 hourly basis for time counted by DEFENDANTS as hours worked.

3 44. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
4 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
5 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
6 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
7 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
8 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
9 below.

10 45. Based on information and belief, DEFENDANTS implemented a policy and/or
11 practice of rounding meal period start and end times and/or automatically deducting at least thirty
12 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
13 PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
14 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
15 PLAINTIFF and Aggrieved Employees of all wages owed.

16 46. Based on information and belief, Aggrieved Employees were not paid for all hours
17 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
18 worked instead of actual time worked, time rounding policies and practices, and/or mandated off-
19 the clock work policies and/or practices.

20 47. For example, based on information and belief, DEFENDANTS required Aggrieved
21 Employees to be at their assigned workstations at the start of a scheduled shift, thereby forcing
22 Aggrieved Employees to gather work-related equipment and/or safety gear, make any necessary
23 adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work
24 clothing/uniforms and/or protective equipment, and/or complete other work tasks prior to their
25 scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock
26 work.

27 48. For example, DEFENDANTS required PLAINTIFF to log in to at least
28 approximately nine (9) different work-related applications and/or programs before PLAINTIFF

1 could access DEFENDANTS' timekeeping program/system, which typically resulted in at least
2 three (3) to seven (7) minutes of pre-shift off-the-clock work during most if not all shifts
3 PLAINTIFF worked during PLAINTIFF's employment. This time spent under DEFENDANTS'
4 control, including but not limited to, time spent logging into and/or booting up DEFENDANTS'
5 systems and/or time spent initiating and/or reinitiating and/or troubleshooting DEFENDANTS'
6 electronic systems was not recorded and not compensated and resulted in DEFENDANTS' failure
7 to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to
8 PLAINTIFF.

9 49. Based on information and belief, at times, Aggrieved Employees were required to
10 spend time waiting for other employees to access DEFENDANTS' time-keeping system and/or
11 were required to spend time reinitiating DEFENDANTS' time-keeping system before they could
12 clock in for the start of their shifts and/or after completing a purported meal period.

13 50. Based on information and belief, Aggrieved Employees were required to complete
14 other off-the-clock work tasks after clocking out for the end of their shifts and/or during
15 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum
16 and overtime wages owed to Aggrieved Employees. For example, based on information and belief,
17 DEFENDANTS required Aggrieved Employees to clock out for the end of their shifts but to
18 continue working due to the need to return/maintain tools, clean and/or organize their work
19 stations/areas, provide shift status updates and/or debriefings and/or participate in work meetings,
20 respond to work-related communications and/or perform other work tasks off-the-clock, resulting
21 in the underpayment of minimum wages and overtime wages owed to Aggrieved Employees.

22 51. Based on information and belief, DEFENDANTS did not compensate Aggrieved
23 Employees for all time spent donning and doffing personal protective equipment, safety equipment
24 and/or uniforms/work clothing (e.g., gloves and/or face masks) during meal periods, before the start
25 of a scheduled shift, and after completing a scheduled shift, resulting in DEFENDANTS' failure to
26 pay Aggrieved Employees for all work time and the underpayment of minimum wages and overtime
27 wages owed to Aggrieved Employees.

28 52. Based on information and belief, at times, DEFENDANTS' electronic employee

1 time-keeping system/app malfunctioned such that Aggrieved Employees were required to either
2 reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable
3 to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-
4 the-clock work and the underpayment of wages owed to Aggrieved Employees. Based on
5 information and belief, Aggrieved Employees experienced the same issues when clocking out for
6 shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not
7 recorded and not compensated and resulted in unpaid minimum wages owed to Aggrieved
8 Employees.

9 53. Based on information and belief, Aggrieved Employees were required to undergo
10 security screenings and/or other mandated screenings before and/or after a scheduled shift and/or
11 before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

12 54. Based on information and belief, DEFENDANTS required Aggrieved Employees to
13 undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their
14 scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

15 55. Based on information and belief, Aggrieved Employees were also pressured to
16 complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals
17 and expectations.

18 56. For example, based on information and belief, Aggrieved Employees were required
19 to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-
20 related phone calls and/or messages they received to their phones and/or mobile devices and were
21 required to respond to, including but not limited to, communications from supervisors regarding
22 scheduling and/or other work tasks, resulting in the underpayment of wages owed to Aggrieved
23 Employees.

24 57. Based on information and belief, DEFENDANTS failed to pay Aggrieved
25 Employees the applicable minimum wage for the county and/or city within which the Aggrieved
26 Employee worked in California.

27 58. Based on information and belief, DEFENDANTS failed to pay Aggrieved
28 Employees for time they were required to spend completing orientation, policy questionnaires,

1 and/or time spent completing the onboarding process including but not limited to reviewing various
2 documents and policies provided by DEFENDANTS. Based on information and belief, this work
3 time was completed off-the-clock and was not compensated.

4 59. Based in information and belief, DEFENDANTS implemented a time-rounding
5 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
6 compensable time because the time-rounding system implemented by DEFENDANTS would
7 almost always, if not always, result in understating actual compensable work time.

8 60. For example, as explained herein, DEFENDANTS issued wage statements to
9 Aggrieved Employees that demonstrate DEFENDANTS rounded Aggrieved Employees' total hours
10 worked to at least the nearest tenth, quarter, half and/or whole hour during various, if not all pay
11 periods, resulting in DEFENDANTS' failure to compensate Aggrieved Employees for all hours
12 worked and the underpayment of wages owed to Aggrieved Employees.

13 61. For example, DEFENDANTS' wage statements issued to PLAINTIFF for including
14 but not limited to, the following pay dates, show DEFENDANTS rounded PLAINTIFF's total hours
15 worked to at least the nearest tenth, quarter, half and/or whole hour during various, if not all pay
16 periods, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and
17 the underpayment of wages owed to PLAINTIFF: 3/15/24 (showing exactly 40.00 regular hours
18 worked), 3/22/24 (showing exactly 40.00 regular hours worked), 3/29/24 (showing exactly 40.00
19 regular hours worked), 4/5/24 (showing exactly 40.00 regular hours worked), 4/12/24 (showing
20 exactly 40.00 regular hours worked and precisely 1.00 overtime hours worked), and 4/19/24
21 (showing exactly 40.00 regular hours worked).

22 62. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
23 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
24 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
25 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
26 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
27 forty (40) hours in a week.

28 63. Based on information and belief, DEFENDANTS had actual and/or constructive

1 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
2 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
3 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
4 of California's minimum and overtime wage laws.

5 64. Based on information and belief, DEFENDANTS calculated the owed overtime
6 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
7 based on the minimum wage established for the cities and/or counties within which Aggrieved
8 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
9 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
10 above the California minimum wage rate.

11 65. Based on information and belief, DEFENDANTS failed and continue to fail to pay
12 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
13 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
14 a work week, in violation of California's overtime laws.

15 66. Based on information and belief, DEFENDANTS failed to incorporate all non-
16 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
17 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
18 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
19 wages owed to PLAINTIFF and other Aggrieved Employees.

20 67. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
21 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
22 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
23 (30) minute first and second meal periods. Based on information and belief, Aggrieved Employees
24 were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often
25 being forced to take late meal periods, interrupted meal periods, and/or work through part or all their
26 meal periods due to understaffing, the nature and constraints of their job duties and/or commentary
27 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
28 completely.

1 68. For example, PLAINTIFF was frequently required to clock out but to continue
2 completing work tasks off-the-clock and/or was required to take interrupted meal periods and/or
3 work through her meal periods completely due to the need to complete assigned job duties, including
4 without limitation, completing software updates and/or completing other work tasks off-the-clock
5 during unpaid meal periods, resulting in denied meal periods as well as DEFENDANTS' failure to
6 compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

7 69. Based on information and belief, Aggrieved Employees were frequently interrupted
8 during purported meal periods and/or had meal periods cut short and/or restricted to
9 DEFENDANTS' premises due to the need to continue assigned job duties.

10 70. Based on information and belief, other Aggrieved Employees were consistently
11 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
12 interrupted, cut short, and/or otherwise on duty due to commentary from supervisors, understaffing,
13 the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and
14 expectations.

15 71. Based on information and belief, DEFENDANTS implemented policies and/or
16 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
17 during unpaid meal periods.

18 72. Based on information and belief, DEFENDANTS required Aggrieved Employees to
19 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
20 into account when scheduling meal periods for Aggrieved Employees. Based on information and
21 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

22 73. Based on information and belief, despite DEFENDANTS' failure to provide lawful
23 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
24 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
25 deducting at least thirty minutes per shift for missed, on-duty, and/or otherwise unlawful meal
26 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
27 Employees did not receive lawful meal periods.

28 74. Moreover, based on information and belief, Aggrieved Employees who worked shifts

1 of more than ten hours did not receive a second legally compliant thirty (30) minute meal period.

2 75. For example, when PLAINTIFF worked more than ten (10) and/or twelve (12) hours
3 in a shift, PLAINTIFF was usually not provided with a compliant second meal period.

4 76. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
5 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
6 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
7 did DEFENDANTS have any sort of compliant policy in practice.

8 77. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
9 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
10 Based on information and belief, to the extent meal periods were recorded, DEFENDANTS illegally
11 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
12 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
13 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

14 78. Based on information and belief, DEFENDANTS had actual and/or constructive
15 knowledge that its policies and practices resulted in the denial of timely uninterrupted meal periods
16 that were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
17 violation of California's meal period laws.

18 79. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
19 additional hour of wages at their respective regular rates of compensation for each workday a lawful
20 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
21 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
22 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
23 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
24 compensation for purposes of calculating the owed meal period premium.

25 80. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
26 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
27 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
28 middle of the work period, as required by law.

1 81. PLAINTIFF and other Aggrieved Employees were not adequately informed,
2 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
3 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
4 the taking or timing of duty-free rest periods.

5 82. Based on information and belief, DEFENDANTS did not have a have a compliant
6 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
7 practice.

8 83. For example, based on information and belief, Aggrieved Employees were
9 frequently, if not always, unable to take compliant rest periods due to their need to complete assigned
10 job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had
11 purported rest periods restricted to DEFENDANTS' premises.

12 84. For example, PLAINTIFF was frequently required to work through her owed rest
13 periods each shift due to the need to complete assigned job duties, including without limitation,
14 completing software updates and/or completing other assigned work tasks during purportedly off-
15 duty rest periods.

16 85. For example, DEFENDANTS required Aggrieved Employees complete software
17 updates and/or other work tasks during any rest periods, in violation of California rest period law.

18 86. Based on information and belief, DEFENDANTS failed to authorize and permit rest
19 periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods
20 were provided, DEFENDANTS limited PLAINTIFF and other Aggrieved Employees to only ten-
21 minute rest periods, requiring them to be back at their workstations within ten minutes of leaving
22 their work stations , in violation of California rest period law.

23 87. Based on information and belief, any purported rest periods were interrupted, cut
24 short, on duty, restricted to premises, and/or late due to understaffing, the nature and constraints of
25 their job duties, and/or commentary from supervisors pressuring them to skip rest periods
26 completely and/or take non-compliant rest periods.

27 88. Moreover, based on information and belief, DEFENDANTS failed to provide any
28 form of a third rest period on shifts lasting longer than ten hours.

1 89. Based on information and belief, DEFENDANTS implemented policies and/or
2 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
3 DEFENDANTS' control during rest periods.

4 90. Based on information and belief, Aggrieved Employees were pressured to complete
5 their work duties according to a designated schedule such that rest periods were only taken once
6 tasks were completed, and/or as time permitted.

7 91. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
8 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in
9 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
10 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
11 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
12 shift differential pay, and/or other non-discretionary compensation into the regular rate of
13 compensation for purposes of calculating the owed rest period premium.

14 92. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
15 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
16 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
17 toilet rooms and shall be available to employees during work hours."

18 93. DEFENDANTS' locations/facilities are generally similar in layout and design, and
19 there was, and continues to be, space that allows for a resting facility that employees may use to
20 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
21 Employees with a resting facility within DEFENDANTS' facilities/locations with reasonable or no
22 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
23 suitable breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive
24 to resting, including but not limited to leaning up against the wall, or search for facilities outside of
25 DEFENDANTS' premises which are not designated or reserved for their rest, such as their personal
26 vehicles.

27 94. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities
28 during their hours of work, particularly during meal and/or rest periods.

1 95. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved
2 Employees violated and continues to violate the applicable Wage Order, section 13(B) and the
3 California Labor Code, including but not limited to section 1198.

4 96. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
5 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
6 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
7 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
8 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
9 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate by the employee.

12 97. DEFENDANTS issued wage statements to PLAINTIFF and other Aggrieved
13 Employees that also failed to indicate the earned gross and net wages earned during the pay period,
14 the correct applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF
15 and Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
16 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
17 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
18 other off-the-clock work policies and practices described above) which results in a violation of
19 Labor Code section 226(a).

20 98. Based on information and belief, wage statements issued by DEFENDANTS failed
21 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid, in
22 violation of including but not limited to, Labor Code section 226(a)(2) and/or Labor Code section
23 226(a)(6). For example, based on information and belief, at times, DEFENDANTS issued wage
24 statements to Aggrieved Employees containing payment for hours worked during previous pay
25 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate
26 pay period for that pay, further failing to list the total hours worked for the pay period, including but
27 not limited to, the total hours worked for the pay period the retroactive pay corresponds with.

28 99. Based on information and belief, DEFENDANTS issued wage statements to

1 Aggrieved Employees that fail to accurately list all deductions, in violation of Labor Code section
2 226(a)(4).

3 100. Moreover, based on information and belief, DEFENDANTS issued wage statements
4 to PLAINTIFF and Aggrieved Employees that further violate Labor Code section 226(a), by among
5 other things, failing to list the correct name and/or address of the legal entity that is the employer,
6 in violation of Labor Code section 226(a)(8).

7 101. Based on information and belief, wage statements issued by DEFENDANTS failed
8 to list all applicable hourly rates in effect during the pay period and the corresponding number of
9 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
10 Code section 226(a)(9).

11 102. As such, DEFENDANTS' issued wage statements to Aggrieved Employees that did
12 not include all of the statutorily required information, including but not limited to, the correct name
13 and/or address of the legal entity that is the employer.

14 103. Based on further information and belief, DEFENDANTS issued wage statements to
15 Aggrieved Employees that failed to list the accurate total hours worked whenever shift differential
16 wages were paid in violation of Labor Code section 226.

17 104. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
18 Employees that were not accurate and did not include all of the statutorily required information. As
19 such, DEFENDANTS violated Labor Code section 226.

20 105. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
21 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
22 to said employee." Based on information and belief DEFENDANTS made unlawful deductions
23 from Aggrieved Employees paychecks during the relevant period including without limitation,
24 deducting business costs and/or deducting wages for purported overpayments from previous pay
25 periods and/or unlawfully ducting wages for negligently damaged property and/or unlawfully
26 deducting transaction fees/pay/money card fees and/or deducting costs advanced by
27 DEFENDANTS. Such a practice is in violation of including but not limited to, Labor Code Sections
28 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

1 106. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
2 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
3 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
4 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
5 required by law, including but not limited to the following records: total daily hours worked,
6 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
7 began and ended each work period, time records of meal periods, and accurate itemized wage
8 statements.

9 107. DEFENDANTS have failed and continue to fail to keep accurate and complete
10 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
11 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
12 employer control during unpaid meal periods, failure to record the true start and end times of meal
13 periods, shift start times and shift end times, and other off-the-clock work policies and practices
14 described herein.

15 108. **Unreimbursed Business Expenses.** Based on information and belief,
16 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to incur business expenses
17 as a direct consequence of the performance of their job duties without providing reimbursement, in
18 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and other
19 Aggrieved Employees were improperly required to provide and maintain work tools that are
20 supposed to be the responsibility of the employer.

21 109. Based on information and belief, DEFENDANTS shifted the costs of doing business
22 onto Aggrieved Employees by requiring them to pay for business expenses, including but not limited
23 to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of Aggrieved
24 Employees' personal cell phones/mobile devices, internet and/or data usage for work-related
25 purposes, including but not limited to, to receive and respond to work-related messages and/or phone
26 calls. For example, based on information and belief, Aggrieved Employees were required to receive
27 and respond to work-related calls and/or messages from supervisors and/or other employees
28 regarding scheduling and/or other work tasks but were not reimbursed by DEFENDANTS at all

1 and/or in full for these business expenses.

2 110. Based on information and belief, Aggrieved Employees were not reimbursed for the
3 cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform
4 their assigned job duties and/or for the costs of purchasing and/or maintaining work
5 uniforms/clothing/shoes and/or protective gear (e.g., gloves and/or face masks).

6 111. Based on information and belief, at times, Aggrieved Employees were not
7 reimbursed for the business use of their personal vehicles, including but not limited to, mileage,
8 wear and tear and/or cost of fuel when they were required to use their personal vehicles in carrying
9 out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate
10 Aggrieved Employees at the legally mandated Internal Revenue Service (IRS) per mile
11 compensation rates in effect during the relevant period.

12 112. As explained above, based on information and belief, Aggrieved Employees were
13 not reimbursed for the cost of using their personal phone for work-related purposes and/or the cost
14 of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
15 protective/safety gear.

16 113. Based on information and belief, Aggrieved Employees were improperly required to
17 pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

18 114. Based on information and belief, DEFENDANTS regularly failed to reimburse and
19 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
20 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
21 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
22 assigned by DEFENDANTS.

23 115. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
24 for all reasonable expenses associated with carrying out their duties required that Aggrieved
25 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
26 2802.

27 116. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
28 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS

1 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
2 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
3 accrued sick leave hours on the correct number of hours worked (as a result of the
4 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
5 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
6 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
7 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
8 compensation into the sick leave pay rate calculation.

9 117. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
10 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
11 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
12 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
13 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
14 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
15 used sick leave and the balance of paid sick leave.

16 118. Based on information and belief, throughout the relevant time period,
17 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
18 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
19 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
20 prior to their respective separations, for as on several occasions thereafter, he or she would have
21 been entitled to use the banked sick leave and earn appropriate compensation.

22 119. Upon information and belief, DEFENDANTS failed and continue to fail to comply
23 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
24 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
25 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
26 wages.

27 120. As such, DEFENDANTS have violated California's paid sick leave laws and
28 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as

1 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
2 unlawful practices and policies violate Labor Code sections 245-248.5.

3 **121. Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
4 provides as follows:

5 122. (A) Each workday an employee is required to report for work and does report, but is
6 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
7 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
8 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
9 than the minimum wage. (B) If an employee is required to report for work a second time in any one
10 workday and is furnished less than two (2) hours of work on the second reporting said employee
11 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
12 minimum wage.

13 123. Aggrieved Employees were not paid reporting time wages in accordance with
14 California law, including but not limited to the applicable IWC Wage Order. For example, based on
15 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but
16 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
17 in accordance with California law.

18 124. Based on information and belief, DEFENDANTS have a policy and practice of
19 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
20 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
21 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
22 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

23 **125. Seating Violations.** Per section 14(A-B) of all applicable IWC Wage Orders,
24 employees shall be provided with suitable seats when the nature of the work reasonably permits the
25 use of seats and when they are not actively engaged in the work duties that would not permit them
26 to be seated.

27 126. All applicable IWC Wage Orders, Section 14(A-B) provides:
28

1 (A) All working employees shall be provided with suitable seats when the nature of the
2 work reasonably permits the use of seats.

3 (B) When employees are not engaged in the active duties of their employment and the
4 nature of the work requires standing, an adequate number of suitable seats shall be placed in
5 reasonable proximity to the work area and employees shall be permitted to use such seats when it
6 does not interfere with the performance of their duties.

7 127. Suitable seating is one of the worker protections covered by California's Wage
8 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
9 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
10 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

11 128. Based on information and belief, DEFENDANTS failed to provide Aggrieved
12 Employees with suitable seating, and when such employees were not engaged in duties which
13 required them to stand, no seating was placed in reasonable proximity to their workstations.

14 129. Moreover, based on information and belief, the nature of the work reasonably
15 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
16 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
17 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
18 of seats would not interfere with the performance of their duties.

19 130. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
20 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
21 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
22 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
23 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
24 limited to, shift differentials) to Aggrieved Employees upon separation of employment, in violation
25 of California law, including but not limited to, Labor Code section 227.3.

26 131. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
27 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
28 were due and owing upon termination or resignation. Based on information and belief,

1 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
2 requirements of Labor Code sections 201-202.

3 132. Upon separation of employment, Aggrieved Employees' final paychecks were not
4 timely provided and/or were not timely provided with all owed vacation pay and/or paid time off.
5 Moreover, Aggrieved Employees' final paychecks, once provided, did not include all wages owed
6 as they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
7 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
8 accrued rates.

9 133. Based on further information and belief, DEFENDANTS failed to timely provide all
10 owed wages immediately upon discharge of employment. Based on information and belief, at times,
11 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
12 Aggrieved Employees would not be called in for work for longer than a single pay period due to
13 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
14 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
15 the end of such periods of employment, in violation of including but not limited to Labor Code
16 section 201-202.

17 134. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
18 employee who is discharged shall be paid at the place of discharge, and every employee who quits
19 shall be paid at the office or agency of the employer in the county where the employee has been
20 performing labor. All payments shall be made in the manner provided by law.

21 135. Based on information and belief, DEFENDANTS have a policy and practice of
22 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
23 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
24 office or agency of DEFENDANTS in the county where the work was performed, in violation of
25 Labor Code Section 208.

26 136. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

27 Unlawful Agreements.

28 137. Labor Code section 432.5 provides that "no employer...shall require any employee

1 or applicant for employment to agree, in writing, to any term or condition which is known by such
2 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
3 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
4 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
5 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
6 meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements
7 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
8 employment in violation of Labor Code section 432.5.

9 138. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
10 employment, continued employment, or the receipt of any employment-related benefit, require any
11 applicant for employment or any employee to waive any right...”Based on information and belief,
12 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
13 signed as a condition of employment, including but not limited to, during the onboarding process.
14 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
15 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
16 invalid waivers are otherwise unlawful under Labor Code section 432.6.

17 139. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
18 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
19 432.5.

20 Unlawful Inquires into Criminal History

21 140. Labor Code section 432.7 prohibits an employer from asking applicants about past
22 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
23 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
24 convictions on its employment application, in violation of California law.

25 141. Upon information and belief, DEFENDANTS, in violation of California law,
26 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
27 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
28 employment and/or otherwise impermissibly inquired into criminal history on its employment

1 application in violation of California law, and in violation of Labor code section 432.5.

2 Unlawful PAGA Waiver

3 142. Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring
4 Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited
5 to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

6 143. An action pursuant to PAGA “...is a representative action on behalf of the state”
7 *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements
8 purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and
9 unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384
10 (“We conclude that where, as here, an employment agreement compels the waiver of representative
11 claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

12 144. Moreover, the California Supreme Court has ruled that a court cannot compel
13 arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an
14 individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is
15 no individual component to a PAGA action because ‘every PAGA action ... is a representative
16 action on behalf of the state.’”)

17 145. Upon information and belief, DEFENDANTS required PLAINTIFF and other
18 Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation
19 of California law. By requiring PLAINTIFF and other Aggrieved Employees to agree, in writing,
20 to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision
21 as a condition of employment which is a violation of labor code section 432.5.

22 146. **Violation of Labor Code Section 432.6.** Based on information and belief,
23 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
24 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
25 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
26 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as
27 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
28 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

1 147. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
2 engaged in these same herein described unlawful practices, which led to violations of the California
3 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
4 unlawful practices to all of its employees that it applied to PLAINTIFF.

5 **FIRST CAUSE OF ACTION**
6 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
7 **2698, *ET SEQ.***

8 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
9 **Defendants)**

10 148. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 **Failure to Keep Accurate Records**

12 149. California Labor Code § 1174 requires employers to keep “accurate and complete”
13 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
14 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
15 times during which all owed meal periods were provided each day.

16 150. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
17 and complete records as required by law, including but not limited to the following records: total
18 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
19 Aggrieved Employees began and ended each work period, time records of meal periods, and
20 accurate itemized wage statements.

21 151. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
22 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
23 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
24 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
25 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
26 period during which the referenced statutes and Wage Order provisions were violated.²

27 ² Labor Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”);
28 ;Labor Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which
the employee was underpaid”); All applicable wage orders, § 20 (establishing that “[i]n addition to any other civil
penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid”) (emphasis added).

1 **Meal Period Violations**

2 152. California law requires employers to provide employees a duty-free, uninterrupted
3 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
4 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
5 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
6 *Court* (2012) 53 Cal.4th 1004.

7 153. Employers must also provide employees with a second duty-free, uninterrupted thirty
8 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
9 be provided before the end of the 10th hour of work. *Ibid.*

10 154. Employers covered by any and all applicable IWC Wage Orders have an obligation
11 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
12 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
13 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
14 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
15 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
16 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
17 provided”).

18 155. Employers must pay employees an additional hour of wages at the employees’
19 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
20 meal period, first meal period provided after five (5) hours, second meal period provided after 10
21 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
22 provide an employee a meal period in accordance with the applicable provision of this Order, the
23 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
24 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

25 156. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
26 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
27 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
28 their meal periods due to understaffing, the nature and constraints of their job duties, and/or

commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

157. Based on information and belief, DEFENDANTS had and continue to have a policy of rounding the start and end times of employees' meal periods and/or automatically deducting thirty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Aggrieved Employees did not receive compliant meal periods.

158. Moreover, based on information and belief, Aggrieved Employees did not receive a timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

159. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices, other unlawful policies and practices resulted in the denial of compliant meal periods in violation of California's meal period laws.

160. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal periods in violation of California law and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

161. These unlawful meal period policies and practices result in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable Wage Orders, § 20. These practices result in further violations such as violations of Labor Code § 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

Rest Period Violations

162. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for

1 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
2 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
3 1029). The rest period requirement obligates employers to permit and authorize employees to take
4 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
5 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
6 257. If the employer fails to provide any required rest period, the employer must pay the employee
7 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
8 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
9 applicable IWC Wage Order, §12(B).

10 163. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
11 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
12 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
13 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
14 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
15 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
16 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
17 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
18 “onus is on the employer to clearly communicate the authorization and permission [to take rest
19 periods] to its employees.”).

20 164. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
21 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
22 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
23 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
24 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
25 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

26 165. Based on information and belief, DEFENDANTS implemented policies and/or
27 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
28 employer control during rest periods. Based on further information and belief, Aggrieved

1 Employees were pressured to complete their work duties according to a designated schedule such
2 that rest periods were only taken once tasks were completed, and/or as time permitted.

3 166. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
4 first, second, or third rest periods as required by California law.

5 167. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
6 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
7 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
8 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
9 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
10 the regular rate of compensation for purposes of determining the owed rest period premium.

11 168. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
12 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
13 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

14 **Failure to Provide Suitable Resting Facilities**

15 169. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
16 suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities
17 shall be provided in an area separate from the toilet rooms and shall be available to employees during
18 work hours.”

19 170. DEFENDANTS’ locations/facilities are generally similar in layout and design, and
20 there was, and continues to be, space that allows for a resting facility that employees may use to
21 cease work and recover during meal or rest periods. DEFENDANTS could have provided Aggrieved
22 Employees with a resting facility within DEFENDANTS’ facilities/locations with reasonable or no
23 modification, but instead denied and continues to deny, employees with suitable areas to rest (e.g. a
24 suitable breakroom). As a result, Aggrieved Employees were forced to adjust to areas not conducive
25 to resting, including but not limited to leaning up against the wall, or search for facilities outside of
26 DEFENDANTS’ premises which are not designated or reserved for their rest, such as their personal
27 vehicles.

28 171. DEFENDANTS did not provide Aggrieved Employees with suitable resting facilities

1 during their hours of work, particularly during meal and/or rest periods.

2 172. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved
3 Employees violated and continues to violate the applicable Wage Order, section 13(B) and the
4 California Labor Code, including but not limited to section 1198.

5 **Minimum and Overtime Wage Violations**

6 173. California law provides that employees in California must be paid for all hours
7 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
8 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
9 The minimum wage standard applies to each hour employees worked for which they were not paid.
10 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
11 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
12 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

13 174. California law also provides that employees in California must be paid overtime,
14 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
15 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
16 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
17 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
18 consecutive day of work in a work week. *Ibid.*

19 175. As explained above, DEFENDANTS violated California's minimum and overtime
20 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
21 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
22 start and end times and meal period start and end times), payment according to scheduled hours
23 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
24 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
25 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

26 176. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
27 Aggrieved Employees for all hours worked.

28 177. Based on information and belief, DEFENDANTS had actual or constructive

1 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
2 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
3 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
4 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
5 Employees.

6 178. Based on information and belief, DEFENDANTS calculated the owed overtime
7 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
8 based on the minimum wage established for the cities and/or counties within which Aggrieved
9 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
10 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
11 above the California minimum wage rate.

12 179. Based on information and belief, DEFENDANTS failed and continue to fail to pay
13 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
14 in a week.

15 180. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
16 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
17 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
18 violation of California's overtime laws.

19 181. Based on information and belief, DEFENDANTS further violated California's
20 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
21 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
22 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
23 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
24 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
25 other Aggrieved Employees.

26 182. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
27 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
28 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC

1 Wage Orders, section 20.

2 **Statutory Wage Violations**

3 183. California Labor Code section 223 makes it unlawful for an employer to secretly pay
4 wages lower than required by statute while purporting to pay legal wages. As described above,
5 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
6 earned minimum and overtime compensation for all hours worked which resulted in the payment of
7 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
8 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
9 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
10 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
11 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
12 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
13 Labor Code § 2699(f)-(g).

14 **Refusal to Make Payment**

15 184. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
16 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
17 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
18 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
19 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
20 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
21 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
22 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

23 **Standard Conditions of Labor Violations**

24 185. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
25 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,

26 _____
27 ³ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

1 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
2 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
3 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
4 minimum/overtime wages and other violations described herein result in separate violations of
5 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
6 1197.1 and 2699.

7 **Business Expense Violations**

8 186. California law requires employers to indemnify their employees for all necessary
9 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
10 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
11 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
12 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
13 incurred by the employee enforcing the rights granted by this section.”

14 187. Among other things, under California law, when employees must use their personal
15 cellphones for work-related purposes, the employer must reimburse them for a reasonable
16 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
17 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
18 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
19 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
20 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
21 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

22 188. Further, “any contract or agreement, express or implied, made by any employee to
23 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
24 any employee or his personal representative of any right or remedy to which he is entitled to under
25 the laws of this State.” *See* Cal. Lab. Code section 2804.

26 189. As described above, PLAINTIFF and the Aggrieved Employees were improperly
27 required to pay for business expenses that are legally the responsibility of the employer.

28 190. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with

1 full reimbursement for all reasonable expenses associated with carrying out their duties required
2 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
3 expenses in violation of Labor Code section 2802.

4 191. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
5 Employees have suffered injury in that they were not completely reimbursed as mandated by
6 California law.

7 192. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
8 full reimbursement for all reasonable expenses associated with carrying out their duties required
9 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
10 expenses in violation of Labor Code section 2802.

11 193. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
12 Employees have suffered injury in that they were not completely reimbursed as mandated by
13 California law.

14 194. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
15 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
16 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
17 Code § 2802 and the applicable Wage Order.

18 **Wage Statement Violations**

19 195. California law requires every employer semi-monthly or at the time of each payment
20 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
21 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
22 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
23 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
24 is paid; (7) the name of the employee and only the last four digits of his or her social security number
25 or an employee identification number other than a social security number; (8) the name and address
26 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

28 196. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees

1 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
2 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
3 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
4 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
5 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
6 effect during the pay period and the corresponding number of hours worked at each hourly rate by
7 the employee, in violation of Labor Code section 226(a)(9).

8 197. Moreover, due to violations detailed above, including but not limited to,
9 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
10 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
11 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
12 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
13 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
14 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
15 compensation earned during the pay period into the regular rate of pay for purposes of calculating
16 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
17 overtime worked by PLAINTIFF and other Aggrieved Employees.

18 198. As explained above, wage statements issued by DEFENDANTS failed to list the
19 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
20 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
21 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
22 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
23 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
24 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

25 199. Based on information and belief, wage statements issued by DEFENDANTS failed
26 to list all applicable hourly rates in effect during the pay period and the corresponding number of
27 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
28 Code section 226(a)(9).

1 200. Separately, and independent from the above allegations, based on information and
2 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
3 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
4 entity that is the employer.

5 201. Based on information and belief, wage statements issued by DEFENDANTS failed
6 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

7 202. DEFENDANTS' failure to accurately list all hours worked on all wage statements
8 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
9 Employees over whether they received all wages owed to them.

10 203. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
11 they could not easily determine whether they received all wages owed to them and whether they
12 were paid for all hours worked.

13 204. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
14 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
15 injury as they could not contact their employer regarding any question(s) they had about wages paid.

16 205. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
17 Aggrieved Employees with accurate, itemized wage statements.

18 206. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
19 Employees have suffered injury. The absence of accurate information on their wage statements has
20 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
21 mathematical computations to determine the amount of wages owed, and will cause difficulty and
22 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
23 submission of inaccurate information about wages and amounts deducted from wages to state and
24 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
25 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
26 and pay records than if DEFENDANT had complied with its legal obligations.

27 207. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
28 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period

1 during which the statute provisions were violated. ⁴

2 **Unlawful Deductions**

3 208. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
4 an employee any part of wages theretofore paid by said employer to said employee.” Based on
5 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
6 paychecks during the relevant period. Such a practice is in violation of including but not limited to,
7 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
8 Section 2699.

9 209. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
10 each pay period during which the statute provisions were violated. See Lab. Code §225.5
11 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
12 provided in this article, every person who unlawfully withholds wages due any employee in
13 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
14 to pay each employee”).

15 **Reporting Time Pay Violations**

16 210. Section 5 of all applicable IWC Wage Orders, provides as follows:

17 211. (A) Each workday an employee is required to report for work and does report, but is
18 not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the
19 employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two
20 (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less
21 than the minimum wage. (B) If an employee is required to report for work a second time in any one
22 workday and is furnished less than two (2) hours of work on the second reporting said employee
23 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
24 minimum wage.

25 212. Aggrieved Employees were not paid reporting time wages in accordance with
26 California law, including but not limited to the applicable IWC Wage Order. For example, based on
27 information and belief, at times, Aggrieved Employees reported to work for a scheduled shift but

28 ⁴ Labor Code § 226.3 (establishing that the civil penalty is ~~4~~2 per employee per violation”).

1 were sent home and/or were not put to work and were not paid all owed reporting time pay wages
2 in accordance with California law.

3 213. Based on information and belief, DEFENDANTS have a policy and practice of
4 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
5 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
6 pay all reporting time wages to Aggrieved Employees violated and continues to violate the
7 applicable Wage Order, and the California Labor Code, including but not limited to section 1198.

8 **Seating Violations**

9 214. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
10 provided with suitable seats when the nature of the work reasonably permits the use of seats and
11 when they are not actively engaged in the work duties that would not permit them to be seated.

12 215. All applicable IWC Wage Orders, Section 14(A-B) provides:

13 (A) All working employees shall be provided with suitable seats when the nature of the
14 work reasonably permits the use of seats.

15 (B) When employees are not engaged in the active duties of their employment and the
16 nature of the work requires standing, an adequate number of suitable seats shall be placed in
17 reasonable proximity to the work area and employees shall be permitted to use such seats when it
18 does not interfere with the performance of their duties.

19 216. Suitable seating is one of the worker protections covered by California's Wage
20 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
21 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
22 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

23 217. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF and
24 other Aggrieved Employees with suitable seating, and when such employees were not engaged in
25 duties which required them to stand, no seating was placed in reasonable proximity to their
26 workstations.

27 218. Moreover, based on information and belief, the nature of the work reasonably
28 permitted the use of seats for at least part of the time that Aggrieved Employees were working.

1 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
2 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
3 of seats would not interfere with the performance of their duties.

4 219. The Aggrieved Employees worked in various positions. The nature of PLAINTIFF's
5 and other Aggrieved Employees' work reasonably permitted the use of seats. However,
6 DEFENDANTS failed to provide suitable seating in reasonable proximity to Aggrieved Employees'
7 work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections
8 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections 1199 and
9 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each
10 Aggrieved Employee, results in a separate civil penalty.

11 **Sick Leave Violations**

12 220. DEFENDANTS violated California's paid sick leave laws including, Labor Code
13 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
14 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
15 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
16 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
17 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
18 compensation into the sick leave pay rate calculation.

19 221. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
20 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
21 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
22 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
23 Aggrieved Employees' intelligent exercise of their paid sick leave.

24 222. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
25 their paid sick leave at least prior to their respective separations, for as on several occasions
26 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
27 compensation.

28 223. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records

1 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
2 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
3 were entitled to the maximum number of hours accruable.

4 224. Upon information and belief, DEFENDANTS failed and continue to fail to comply
5 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
6 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
7 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
8 wages.

9 225. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

10 226. On information and belief, PLAINTIFF alleges that all of these practices were
11 experienced and continue to be experienced by other Aggrieved Employees.

12 227. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
13 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
14 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

15 **Failure to Pay Vested Vacation/Paid Time Off**

16 228. California Labor Code section 227.3 provides that when an employer policy provides
17 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
18 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
19 employee's final rate in accordance with such contract of employment or employer policy respecting
20 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
21 off upon termination.

22 229. Based on information and belief, DEFENDANTS had and continue to have a
23 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
24 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
25 to Aggrieved Employees upon separation of employment, in violation of California law, including
26 but not limited to, Labor Code section 227.3.

27 **Untimely Payment of Final Wages**

28 230. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
45

1 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
2 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
3 employee not having a written contract for a definite period quits his or her employment, his or her
4 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
6 to his or her wages at the time of quitting.”

7 231. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
8 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
9 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
10 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
11 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
12 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

13 232. Based in information and belief, DEFENDANTS failed and continue to fail to timely
14 pay final wages to PLAINTIFF and Aggrieved Employees upon separation of employment in
15 violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF
16 and Aggrieved Employees did not include all wages owed as they are devoid of, including but not
17 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
18 sick leave and/or paid time off wages at the properly accrued rates.

19 233. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
20 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
21 256.

22 **Violation of Labor Code Section 208**

23 234. Labor Code Section 208 provides: Every employee who is discharged shall be paid
24 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
25 employer in the county where the employee has been performing labor. All payments shall be made
26 in the manner provided by law.

27 235. Based on information and belief, DEFENDANTS have a policy and practice of
28 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place

1 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
2 office or agency of DEFENDANTS in the county where the work was performed, in violation of
3 Labor Code Section 208.

4 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

5 *Unlawful Agreements.*

6 236. Labor Code section 432.5 provides that “no employer...shall require any employee
7 or applicant for employment to agree, in writing, to any term or condition which is known by such
8 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
9 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
10 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
11 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
12 meal period waivers, unlawful commissions agreements, unlawful forum selection clauses and/or
13 choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition
14 of obtaining and/or continuing employment in violation of Labor Code section 432.5.

15 237. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
16 employment, continued employment, or the receipt of any employment-related benefit, require any
17 applicant for employment or any employee to waive any right...”Based on information and belief,
18 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
19 signed as a condition of employment, including but not limited to, during the onboarding process.
20 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
21 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
22 invalid waivers are otherwise unlawful under Labor Code section 432.6.

23 238. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
24 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
25 432.5.

26 **Unlawful Inquires into Criminal History**

27 239. Labor Code section 432.7 prohibits an employer from asking applicants about past
28 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on

1 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
2 convictions on its employment application, in violation of California law.

3 240. Upon information and belief, DEFENDANTS, in violation of California law,
4 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
5 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
6 employment and/or otherwise impermissibly inquired into criminal history on its employment
7 application in violation of California law.

8 241. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
9 Code section 432.7. By asking about convictions at the application phase or prior to extending an
10 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
11 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
12 disclose arrests and/or convictions as a condition of employment.

13 Unlawful PAGA Waiver

14 242. Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring
15 PLAINTIFF and other Aggrieved Employees to agree in writing to other unlawful agreements,
16 including but not limited to, an unlawful waiver of PAGA and/or representative actions as a
17 condition of employment.

18 243. An action pursuant to PAGA “...is a representative action on behalf of the state”
19 *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements
20 purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and
21 unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384
22 (“We conclude that where, as here, an employment agreement compels the waiver of representative
23 claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

24 244. Moreover, the California Supreme Court has ruled that a court cannot compel
25 arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an
26 individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is
27 no individual component to a PAGA action because ‘every PAGA action ... is a representative
28 action on behalf of the state.’”)

1 245. Upon information and belief, DEFENDANTS required PLAINTIFF and other
2 Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation
3 of California law. By requiring PLAINTIFF and other Aggrieved Employees to agree, in writing,
4 to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision
5 as a condition of employment which is a violation of labor code section 432.5.

6 **Violation of Labor Code Section 432.6**

7 246. Based on information and belief, DEFENDANTS required Aggrieved Employees to
8 sign meal period waivers that were universally signed as a condition of employment, including but
9 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful
10 under Labor Code section 432.6.

11 247. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of
12 employment, continued employment, or the receipt of any employment-related benefit, require any
13 applicant for employment or any employee to waive any right...”

14 248. Labor Code Section 432.6(b) provides in pertinent part:

15 249. “An employer shall not threaten, retaliate, or discriminate against, or terminate any
16 applicant for employment or any employee because of the refusal to the waiver of any right...”

17 250. Based on information and belief, DEFENDANTS require/required Aggrieved
18 Employees to waive their right to first and/or second meal periods as a condition of working for
19 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not
20 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved
21 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,
22 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their
23 refusal to waive their meal period rights.

24 251. Under the provisions of PAGA and the above mentioned Labor Code sections,
25 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
26 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,
27 1197.1, 1198, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
28 interpretations of these laws by California Courts and administrative bodies, as well as any other

1 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

2 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
3 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
4 pursuant to Labor Code section 2699(a); and

5 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
6 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
7 by Labor Code section 2699(f).

8 c. The proper measure of penalties under PAGA is the number of violations, whether
9 those violations were committed as against PLAINTIFF or any Aggrieved Employee, whether a
10 party to this action or not.

11 252. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
12 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of
15 PLAINTIFF, the State of California, and all Aggrieved Employees:

- 16 1. For civil penalties under Labor Code Section 2699 (75% payable to the
17 LWDA and 25% payable to Aggrieved Employees);
- 18 2. For an order temporarily, preliminarily and permanently enjoining and
19 restraining DEFENDANTS from engaging in similar unlawful conduct as set
20 forth herein;
- 21 3. For reasonable attorney's fees and costs of suit; and
- 22 4. For such other and further relief that the Court deems just and proper.

23 Dated: August 21, 2024

CROSNER LEGAL, PC

24
25 By: _____


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