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Attorneys for Plaintiff, MARION J. CARROLL, as an aggrieved employee, and on behalf of all other aggrieved employees

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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By S. Bakke ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARION J. CARROLL, an individual and on behalf of all other similarly situated, and as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

AMERI-FORCE CRAFT SERVICES, INC., a Delaware Corporation; NATIONAL STEEL AND SHIPBUILDING COMPANY, a Nevada Corporation doing business as DYNAMICS NASSCO CA; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CU016935C

CLASS AND REPRESENTATIVE ACTION

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR CIVIL PENALTIES UNDER LABOR CODE SECTION 210, 226.3, 558, 1174.5, 1197.1 AND 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than $35,000.00]

IMAGED FILE

Judge:	Hon. Carolyn M. Caietti
Dept.:	C-70
Action Filed:	October 14, 2024
Trial Date:	Not Set

Plaintiff Marion J. Carroll, on behalf of Plaintiff and all others similarly situated, and as an aggrieved employee under the Labor Code Private Attorneys' General Act of 2004 ("PAGA") alleges as follows:

PARTIES

A. Plaintiff

1. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a nonexempt employee, with duties that included but were not limited to, welding various components. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately August of 2023 through at least May of 2024.

B. Defendants

2. Plaintiff is informed and believes and based thereon alleges that defendant Ameri-Force Craft Services, Inc., and any of its respective subsidiaries or affiliated companies within the State of California ("AMERI-FORCE"), is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of San Diego, State of California.

3. Plaintiff is informed and believes and based thereon alleges that defendant National Steel and Shipbuilding Company, doing business as Dynamics Nassco CA, and any of its respective subsidiaries or affiliated companies within the State of California ("NATIONAL STEEL" or "NASSCO"), is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of Nevada and doing business in the County of San Diego, State of California.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of

the defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include AMERI-FORCE, NATIONAL STEEL, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

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

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

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

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

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

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

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

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

f. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be disregarded. As a result of the aforementioned facts, Plaintiff is informed and believes, and based

thereon alleges that Defendants, and each of them, are joint employers.

JURISDICTION AND VENUE

8. This is a Class Action, pursuant to Code of Civil Procedure section 382, against AMERI-FORCE and NASSCO brought on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California from April 24, 2023 through the date that notice of the class action is provided to the class (collectively referred to as "Class Members").

9. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Defendants as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198.5, 1527, 3366, 3457, and 8397.4, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees").

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

11. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, San Diego County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; and the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff, Class Members, and Aggrieved Employees in San Diego County, and because Defendants employ numerous Aggrieved Employees in San Diego County.

12. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA") plus reasonable attorneys' fees and costs, for all other aggrieved current and former employees of Defendants during the Civil Penalty Period. Plaintiff does not seek to assert his own claim for civil penalties under PAGA as part of this Action.

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

14. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"), Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations, Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

15. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees on behalf of all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 without asserting a claim to bring Plaintiff's own claim for civil penalties under PAGA. (*See, e.g., Balderas v. Fresh Start Harvesting, Inc*. (2024) 101 Cal.App.5th 533.) Specifically, Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violations Plaintiff experienced. Rather, this is a purely representative PAGA action wherein Plaintiff seeks to recover all civil penalties for the Labor Code violations experienced by third-party

aggrieved employees (Aggrieved Employees) and the State of California's 75% of the civil penalties for the Labor Code violations Plaintiff experienced.

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

17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the June 6, 2024 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiff, Class Members, and Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff, Class Members, and Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff uniforms off the clock, to attend company meetings off the clock, to make phone calls off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without

limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders), to the detriment of Plaintiff, Class Members, and Aggrieved Employees.

19. For example, in or around October of 2023 – in particular the week of October 23 through October 29, 2023, Plaintiff was not paid all overtime wages owed. Defendants failed to compensate Plaintiff for the time he spent working before starting a work assignment – but while still compelled to be on Defendant's premises in accordance with his scheduled work time. This included, but was not limited to, approximately fifteen minutes of time spent waiting in line at the tool room to collect the tools necessary for the day's work, approximately ten minutes of time spent at the security checkpoints, and approximately ten minutes of time spent waiting in line to clock in. These lines included both employees of AMERI-FORCE and NASSCO. As a matter of policy and practice, Defendant AMERI-FORCE declined to pay Plaintiff for time that he had worked when not recorded by Defendant NATIONAL STEEL. As such, overtime hours went unrecorded.

20. At all relevant times mentioned herein, Defendants had and have a practice or policy of failing to compensate Plaintiff, Class Members, and Aggrieved Employees with minimum wages for all hours Plaintiff, Class Members, and Aggrieved Employees worked or were otherwise under Defendants' control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; by requiring Plaintiff, Class Members, and Aggrieved Employees: to remain on-call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff uniforms off the clock, to attend company meetings off the clock, and to make phone calls off the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; failing to pay paid time off and vacation time owed; and failing to pay split shift premiums, to the detriment of Plaintiff,

Class Members, and Aggrieved Employees.

21. For example, in or around November of 2023, in particular the week of November 6 through November 11, 2023, Defendants failed to compensate Plaintiff for the time he spent working before starting a work assignment – but while still compelled to be on Defendants' premises in accordance with his scheduled work time. This included, but was not limited to, approximately fifteen minutes of time spent waiting in line at the tool room to collect the tools necessary for the day's work, approximately ten minutes of time spent at the security checkpoints, and approximately ten minutes of time spent waiting in line to clock in. Plaintiff personally observed that these lines included both employees of AMERI-FORCE and NATIONAL STEEL. As a matter of policy and practice, Defendant AMERI-FORCE declined to pay Plaintiff for time that he had worked when not recorded by Defendant NATIONAL STEEL.

22. For example, in or around November of 2023, in particular the week of November 6 through November 11, 2023, Plaintiff was not paid all minimum wages owed due to detrimental rounding that occurred on NASSCO time clocks. Plaintiff observed that these time clocks were used by both AMERI-FORCE and NATIONAL STEEL employees. As a matter of policy and practice, Defendant AMERI-FORCE declined to pay Plaintiff for time that he had worked when not recorded by Defendant NATIONAL STEEL.

23. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to provide Plaintiff, Class Members, and Aggrieved Employees a thirty (30) minute uninterrupted, timely, and complete meal period for days on which the employee worked in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation, by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked, as required by California wage and hour laws.

24. For example, the week of March 11 through March 17, 2024, Defendant failed to provide Plaintiff with a complete, timely, 30 minute, duty-free uninterrupted meal period for every five hours of work. During the week of March 11, 2024, Plaintiff was prevented from taking a timely meal period on at least one occasion as Plaintiff was required, as a matter of policy and practice, to only end work and move to the meal period area when the bell rang and he was placed on the ship in the dry dock area to do repair work. This area was a 15-to-20-minute walk away from the break area. Plaintiff personally observed AMERI-FORCE and NATIONAL STEEL employees working in similar areas. Defendants knew this occurred because Plaintiff would arrive late to lunch due to their location. Plaintiff did not receive a premium payment. Plaintiff observed other employees who were subject to these same policies and procedures.

25. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to provide Plaintiff, Class Members, and Aggrieved Employees paid, uninterrupted, timely, and complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

26. For example, the week of March 11 through March 17, 2024, Defendant failed to provide Plaintiff with complete, timely, 10-minute rest periods for every four hours worked or major fraction thereof. Plaintiff was prevented from taking a timely or complete rest period on at least one occasion as Plaintiff was placed on the ship in the dry dock area to do repair work, which was a 15-to-20-minute walk away from the break area. Plaintiff personally observed AMERI-FORCE and NATIONAL STEEL employees working in similar areas. Defendants knew this occurred because Plaintiff skipped rest breaks or arrived late for them. Plaintiff did not receive a premium payment for these non-compliant breaks. Plaintiff observed other employees who were subject to these same policies and procedures.

27. At all times relevant hereto, Defendants had and have a policy or practice of failing to permit Aggrieved Employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395, and have failed to pay premium pay in lieu thereof under Labor Code section 226.7.

28. At all times relevant hereto, Defendants had and have a policy or practice of failing to pay premium payments under Labor Code section 226.7 to Plaintiff, Class Members, and Aggrieved Employees for non-compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage orders.

29. At all times mentioned herein, Defendants had and have a policy or practice of issuing payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, which was not negotiable and payable in cash, on demand, without discount, at some established place of business in the state; and/or upon which the name and address did not appear on the instrument; and/or at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment and/or (2) any scrip, coupon, or other thing redeemable, in merchandise, or purporting to be payable or redeemable otherwise than in money. Plaintiff is further informed and believes, and based thereon alleges that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a).

30. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish Plaintiff, Class Members, and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

31. For example, the hours Plaintiff spent under Defendants' control waiting to collect his tools, going through security, and waiting in line to clock in were not recorded and went uncompensated.

32. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish Aggrieved Employees with documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Aggrieved Employees to calculate their unpaid wages and/or premium payments, to the detriment of Aggrieved Employees.

33. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to timely pay Plaintiff, Class Members, and Aggrieved Employees, among other wages, all wages owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime wages at the regular rate of pay, minimum wages, premium wages at the regular rate of pay, paid time off, paid sick leave, and vacation time owed as required by Labor Code sections 201, 202, and 203.

34. At all relevant times herein, Defendants had and have a policy or practice of failing to pay Plaintiff, Class Members, and Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders.

35. At all relevant times mentioned herein, Defendants have had a policy or practice of failing and refusing, and continue to fail and refuse, to reimburse employees, including, without limitation, Plaintiff, Class Members, and Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, including, without limitation, for steel-toe boots, non-slip shoes, and other safety and/or personal protective equipment ("PPE"), providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor Code 2802.

36. For example, the week of February 12, 2024, Plaintiff was contacted by his supervisors on his personal cellular phone. Plaintiff had no choice but to incur these costs in furtherance of Defendants' business and had no alternative options. Plaintiff understands his direct supervisors to be NATIONAL STEEL employees and was contacted by them about work matters on his personal cell phone. As a matter of policy and practice, Defendants AMERI-FORCE and NATIONAL STEEL did not reimburse Plaintiff for cell phone use.

37. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5.

38. At all relevant times mentioned herein, Defendants failed to provide Plaintiff, Class Members, and Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation Labor Code section 245, *et seq.*), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiff, Class Members, and Aggrieved Employees.

39. At all relevant times mentioned herein, Defendants had or have a policy or practice of failing to reimburse deposits made, including uniform deposits, together with all interest owed at the separation of employment in violation of Labor Code section 404.

40. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month."

41. At all times mentioned herein, Defendants have had, and continue to have, a policy of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Defendants have also failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties and employees are not engaged in the active duties of their employment, and the nature of their work requires standing.

42. At all times mentioned herein, Defendants have had, and continue to have, a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week.

43. At all times mentioned herein, Defendants have had, and continue to have, a policy of failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

44. At all times mentioned herein, Defendants have had, and continue to have, a policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that Defendants violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Defendants made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Defendants made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention,

processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Aggrieved Employees.

45. At all times mentioned herein, Defendants have had, and continue to have, a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants' application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment.

46. At all times mentioned herein, Defendants have had, and continue to have, a practice or policy of requiring Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting Aggrieved Employees from speaking with prospective employers about their work with Defendants, including, but not limited to, their wages and working conditions. Defendants also required Aggrieved Employees to inform prospective employers of Defendants' restrictions of Aggrieved Employees' freedom to work.

47. At all relevant times mentioned herein, Defendants had and have a policy or practice of preventing Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Defendants' business for purposes of competing with Defendants, including, without limitation, preventing Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer and from disclosing who else works at Defendants and under what circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed and believes that this policy and/or practice violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

48. Defendants had and have a policy or practice of preventing Aggrieved Employees from disclosing violations of state and federal law, either within Defendants to their managers or outside to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition,

Plaintiff is informed and believes that Defendants' herein-described policies and/or practices prevent Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions or about wage and hour violations in violation of Labor Code section 232 and 232.5.

49. Defendants had and have a policy or practice of preventing Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

50. Plaintiff, in Plaintiff's representative capacity *only*, seeks civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts on behalf of only and all other Aggrieved Employees, which violate the California Labor Code as described above.

51. While on NASSCO's premises, and in fact during the entirety of his employment period, Defendants required Plaintiff to follow NASSCO's policies and instruction, including what time to take meal and rest breaks, and when and how to clock in and out for a shift. NASSCO also set forth the standards for Plaintiff's work product, and even issued him a written notice in February of 2024 for allegedly failing to meet those standards.

52. Based on Plaintiff's experience, there was little to no distinction between those employees who were staffed to work on NASSCO's premises and those employees who were hired directly by Defendant NASSCO to work on premises. This similar treatment included how and when putative class members took meal rest breaks, how and when putative class members clocked in and out for their shift, and the performance standards to which putative class members were held by Defendants.

CLASS ALLEGATIONS

53. Plaintiff also brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all Class Members.

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

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

A. **Numerosity**

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

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

B. **Commonality**

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

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

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

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

d. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?

e. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?

f. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?

g. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

h. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

i. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

j. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

k. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

l. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by its unlawful practices as alleged herein?

m. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

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

o. Are Class Members entitled to interest?

C. **Typicality**

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

D. **Adequacy of Representation**

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

E. **Superiority of Class Action**

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

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

FIRST CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

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

65. At all relevant times herein, Labor Code section 210, subdivision (a), states and stated that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3,

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

66. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars ($100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars ($200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

67. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

Civil Penalties Under Labor Code § 226.3

68. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

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

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

71. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

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

73. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

Violation of Labor Code § 558

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

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

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

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

75. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including failing to provide written notice in the language Defendant normally uses to communicate employment-related information to the employee, containing the following information: pay the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; Defendants' name(s), including "doing business as" names used; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants.

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

77. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

Violation of Labor Code § 1174.5

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

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

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

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

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

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

84. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

Violation of Labor Code § 1197.1

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

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

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

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

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

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

87. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Aggrieved Employees are entitled to recover civil penalties

for Defendants' herein-described Labor Code violations in the amount one hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars ($250) for each Aggrieved Employee per pay period for each subsequent violation.

88. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

Civil Penalties Under Labor Code § 2699

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

90. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

91. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to provide Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California and local laws and provide written notice in the language Defendant normally uses to communicate employment-related information to the employee, containing the following information: pay the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; Defendants' name(s), including "doing business as" names used; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code

section 2810.5.

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

93. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the particular Labor Code violation(s) that Plaintiff experienced.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

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

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

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

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

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

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

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

THIRD CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

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

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

106. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated

damages, reasonable attorneys' fees and costs of suit.

FOURTH CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

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

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

117. California law and applicable Wage Orders require that employers "authorize and permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

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

119. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

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

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

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

128. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

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

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

SEVENTH CAUSE OF ACTION

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

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

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

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

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

135. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

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

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

costs of suit.

NINTH CAUSE OF ACTION

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

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

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

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

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

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

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

PRAYER

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

A. An order certifying this case as a Class Action;

B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;

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

D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;

G. Waiting time penalties under Labor Code sections 203 and 558.1;

H. Penalties to timely pay wages under Labor Code section 210;

I. Damages under Labor Code sections 2802 and 558.1;

J. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;

K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for all Aggrieved Employees aside from Plaintiff;

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

M. Pre-judgment and post-judgment interest;

N. For costs of suit incurred herein; and

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

Dated: November 6, 2026

BIBIYAN LAW GROUP, P.C.

BY: */s/ Calyn V. Hadlock*
BEVIN PIKE
BRANDON M. CHANG
CALYN V. HADLOCK
Attorneys for Plaintiff MARION J. CARROLL, as an aggrieved employee on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address 1460 Westwood Boulevard, Los Angeles, CA 90024.

On **November 6, 2026,** and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR CIVIL PENALTIES UNDER LABOR CODE SECTION 210, 226.3, 558, 1174.5, 1197.1 AND 2699 ,** to be served via electronic transmission to the below referenced email addresses as follows:

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Attorneys for Defendant
National Steel and Shipbuilding Company

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **November 6, 2026,** at Los Angeles, California.

Xochitl Tapia