

D.LAW, INC.

Emil Davtyan (SBN 299363)

emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Alvin B. Lindsay (SBN 220236)

a.lindsay@d.law

Jean Hopkins Power (SBN 326509)

j.power@d.law

880 E Broadway

Glendale, CA 91205

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff GHASSAN ABDULHADI,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

GHASSAN ABDULHADI, an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

YORK ENTERPRISES LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CVRI 2404858**

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon.

Dept.:

**COMPLAINT FOR REPRESENTATIVE
ACTION FOR PENALTIES UNDER
PRIVATE ATTORNEYS GENERAL ACT,
LABOR CODE § 2698 *et seq.* FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Reporting Time Under 8 CCR § 11050(5);
6. Violation of Labor Code § 226(a) and § 1174;
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 201, 202, and 203;
10. Failure to Provide Sick Days; and
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

DEMAND FOR JURY TRIAL

1 Plaintiff GHASSAN ABDULHADI (hereinafter “Plaintiff”), on behalf of himself and all
2 other similarly Aggrieved Employees complains of Defendants, and each of them, as follows:

3 **INTRODUCTION**

4 1. This is a Representative Action, pursuant to the Private Attorneys General Act of
5 2004, Labor Code § 2698 *et seq.* (“PAGA”) on behalf of Plaintiff and similarly situated aggrieved
6 employees who currently work or formerly worked as non-exempt, hourly employees, including
7 as machinists and in similar and related positions during the relevant period (“Aggrieved
8 Employees” or “Employees”) for Defendants YORK ENTERPRISES LLC, a California limited
9 liability company and DOES 1 through 50 (all defendants being collectively referred to herein as
10 “Defendants”). From at least one year prior to the date Plaintiff began the process of exhausting
11 the administrative requirements pursuant to Labor Code § 2698 *et seq.* on June 21, 2024, (LWDA-
12 CM-1035722-24) and continuing through resolution (the “liability period”), Defendants have had
13 a consistent policy of failing to timely pay all wages due to their Employees during their
14 employment and timely upon separation from employment, failing to provide Employees with
15 meal and rest periods, failing to maintain required records, and failing to issue accurately itemized
16 wage statements, among other violations. Plaintiff alleges that Defendants violated various
17 provisions of the California Labor Code and relevant orders of the Industrial Welfare Commission
18 (“IWC”) and seeks redress for these violations in the form of civil penalties and other amounts as
19 authorized under the PAGA.

20 2. Plaintiff and other similarly Aggrieved Employees worked as hourly, nonexempt
21 Employees for Defendants as restaurant workers and crew leaders at Defendants’ facilities and
22 locations in California. Defendants employed other similarly situated Aggrieved Employees as
23 crew leaders, servers, cooks, dishwashers, and in similar and related positions providing restaurant
24 and food services to Defendants’ customers throughout California. Plaintiff, and upon information
25 and belief other Aggrieved Employees, were required to perform work tasks based out of
26 Defendants’ facilities in California. Plaintiff was employed by Defendants as a restaurant worker
27 and crew leader with duties that included running shifts, maintaining the kitchen, taking orders,
28 and scheduling for Defendants.

1 3. Defendants employed other Aggrieved Employees as restaurant workers, crew
2 leaders, servers, cooks, dishwasher and in similar and related positions in connection with their
3 restaurants located throughout California, including Corona and Hidden Valley, California in
4 Riverside County. Plaintiff and the other Aggrieved Employees worked at Defendants' behest
5 without being paid all wages due and without being provided all required breaks. More
6 specifically, Plaintiff and the other Aggrieved Employees were employed by Defendants and (1)
7 shared similar job duties and responsibilities (2) were subjected to the same policies and practices
8 (3) and endured similar violations at the hands of Defendants as the other Aggrieved Employees
9 who served in similar and related positions.

10 4. Defendants required Plaintiff and the Aggrieved Employees to work off the clock
11 and failed to record accurate time worked by these Employees, failed to pay them at the
12 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
13 resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements
14 that prevented them from learning of these unlawful pay practices. Defendants also failed to
15 provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees
16 were required to remain under Defendants' control and were not provided with the opportunity to
17 take full uninterrupted, timely, and duty-free rest periods and meal breaks, as required by the
18 Labor Code and the applicable paragraphs of the IWC Wage Orders.

19 5. Defendant YORK ENTERPRISES LLC ("YORK") is a California limited liability
20 company which lists its principal address with the California Secretary of State in Corona,
21 California. It lists its type of business as "LIMITED SERVICE RESTAURANT." Defendant
22 YORK, registered its business name with the Riverside County Clerk as "Chick-Fil-A-Corona."
23 Upon information and belief Defendant YORK does business as Chick-Fil-A and is a franchisee.
24 Defendant YORK is listed as York Enterprises, LLC dba Chick-fil-A/Hidden Valley Parkway
25 FSU (01567) on the wage statements issued to Plaintiff and upon information other Aggrieved
26 Employees with a Corona, California address. Upon information and belief, YORK operates
27 various facilities, including the Corona and Hidden Valley California facilities where Plaintiff
28 worked. On information and belief, Defendants maintain operations and locations throughout

1 Riverside County and California.

2 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
3 Procedure § 410.10 and Labor Code § 2698, *et seq.* (“the PAGA”). This Action is brought as a
4 Representative Action on behalf of similarly Aggrieved Employees of Defendants pursuant to
5 PAGA. Venue as to Defendants is also proper in this judicial district pursuant to 28 U.S.C. §§
6 84(c)(1), 1391(c), and 1446. Upon information and belief, the obligations and liabilities giving rise
7 to this lawsuit occurred, at least in part in Riverside County, where Defendants’ principal offices
8 and California offices are located, and Defendants provide restaurant services to California
9 customers in Riverside County.

10 7. The true names and capacities, whether individual, corporate, associate or whatever
11 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
12 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
13 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
14 herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner
15 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint
16 to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
17 when their identities become known.

18 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
19 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
20 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
21 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
22 all respects as the employers or joint employers of Employees. Defendants, and each of them,
23 exercised control over the wages, hours or working conditions of Employees, created and
24 implemented the policies and practices that governed the employment of Plaintiff and the
25 Aggrieved Employees and dictated their job duties and responsibilities, or otherwise suffered or
26 permitted Plaintiff and the other Aggrieved Employees to work, or engaged, thereby creating a
27 common law employment relationship, with the Aggrieved Employees. Therefore, Defendants,
28 and each of them, employed or jointly employed the Aggrieved Employees.

1 **FACTUAL BACKGROUND**

2 9. Plaintiff and the other Aggrieved Employees are non-exempt employees of
3 Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission
4 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
5 Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked
6 or were not paid at the appropriate minimum, regular and overtime rates, including for meal
7 period and rest break premium payments. Plaintiff also contends that Defendants failed to pay
8 Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating
9 wages owed and by requiring off the clock work, failed to provide meal and rest breaks, and
10 failed to furnish accurate wage statements and timely pay all wages owed, all in violation of
11 various provisions of the California Labor Code and applicable paragraphs of the IWC Wage
12 Orders.

13 10. During the course of Plaintiff and the Aggrieved Employees’ employment with
14 Defendants, they were not paid all wages they were owed, including for all work performed
15 (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the
16 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code
17 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
18 exempt, hourly employees as restaurant workers based out of Defendants’ facilities in California.

19 11. Plaintiff was employed by Defendant as a restaurant worker and crew leader, with
20 duties that included running shifts, making sure employees were covering breaks, staffing shifts,
21 maintaining the kitchen, driving to other YORK locations to deliver supplies, providing food
22 services to Defendants’ customers, and all other tasks needed for the operation of a restaurant.
23 Plaintiff generally worked over 40 hours per week, five to six shifts per week. Plaintiff’s
24 scheduled hours were generally from 2:30 p.m. through 11:00 p.m. or 8:00 a.m. through 4:00
25 p.m. or longer. Plaintiff worked on Saturdays as required.

26 12. Despite their obligation to maintain accurate timekeeping records for hours
27 worked by the Aggrieved Employees, Defendants failed to maintain an accurate time keeping
28 system in their California facilities. Plaintiff was required to clock in at a terminal near the back

1 of the restaurant. Many times there was a line of employees who had to clock in causing Plaintiff
2 to wait for 2-3 minutes to clock in. At all times during Plaintiff's employment, Defendants also
3 failed to accurately record Employees actual time worked, rounded down and shaved total hours
4 worked to the detriment of Employees.

5 13. The failure to maintain accurate timekeeping and payroll records perpetrated by
6 Defendants has also been exacerbated by other off the clock work Defendants required their
7 Employees to endure. In order to complete their duties, Employees were compelled to arrive at
8 Defendants' facilities sufficiently before their scheduled shift start time. Upon arrival, Employees
9 were expected to immediately begin moving boxes into the restaurants. Employees were not
10 permitted to leave the facilities at any time and were required to remain at Defendants' facilities
11 to assist with any work required by Defendants. Thus, Employees had to rush through their
12 meals, have their meals interrupted, or cut short if Defendants required tasks to be completed.

13 14. Plaintiff and the Aggrieved Employees were also required to work or otherwise
14 remain under Defendants' control after their shift end times, including on site and through after-
15 hours work-related communications and other work requirements. Specifically, Plaintiff was
16 required by his supervisor to remain after the scheduled shift end time to move more boxes into
17 the facilities. Employees were also routinely called after workhours with work instructions for the
18 next day. Moreover, Plaintiff was required to work on weekends without payment including
19 reading new company rules, surveys, and work related messages for at least over 20 hours.

20 15. Defendants also failed to pay reporting time pay to Plaintiff and Aggrieved
21 Employees. It was common practice for Defendants to require Employees to arrive at the facility
22 for a shift but after two hours of working, send them home because supervisors claimed there was
23 not enough work. In these instances, Defendants failed to pay Employees for half of their usual
24 or scheduled day's work or four hours at the correct rate of pay.

25 16. Defendants committed similar failure to pay wages violations, upon information
26 and belief, in connection with other Employees in a concerted effort to limit and restrict regular
27 and overtime incurred by Plaintiff and the other Aggrieved Employees. Time worked off the
28 clock also caused Plaintiff and other Aggrieved Employees to work beyond eight hours. As a

1 result of the above-described rounding and other off the clock work, Defendants failed to pay
2 Plaintiff and Aggrieved Employees overtime for several minutes to hours at the beginning, end,
3 and after work shifts which Defendants did not record in timekeeping and did not compensate as
4 hours worked.

5 17. Plaintiff was therefore not paid for all his hours worked at the required minimum,
6 overtime and double time wage rates due to Defendants' policy and practice of requiring him to
7 work off the clock and without pay. With work shifts generally scheduled for eight hours or
8 more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working
9 past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5
10 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved
11 Employees by failing to pay them at the required overtime rates for all hours over eight in a work
12 shift or over forty in a work week, and all hours over twelve in a day at the required double time
13 rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling
14 and work policies which Defendants required them to follow and endured similar violations at
15 Defendants' hands as Plaintiff.

16 18. Defendants have either failed to maintain timekeeping records for Plaintiff that
17 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
18 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
19 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
20 Defendants have committed knowing and intentional ongoing violations of the record keeping
21 requirements under the Labor Code §§ 226 and 1174.

22 19. As a result of the above-described unlawful requirements to work off the clock,
23 the failure to accurately record all hours worked and unlawful rounding, and the other wage
24 violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not
25 properly paid all wages earned and all wages owed to them by Defendants, including when
26 working more than eight hours in any given day and/or more than forty hours in any given week.
27 As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees
28 incurred overtime hours worked for which they were not adequately and completely

1 compensated, in addition to the hours they were required to work off the clock at their regular
2 rates.

3 20. The failure to pay for all hours worked and underpayment of wages to Plaintiff
4 and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful
5 compensation policies and practices, which upon information and belief applied uniformly to the
6 Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-
7 described unlawful requirements to work off the clock and regular rate miscalculation, the failure
8 to accurately record all hours worked and pay wages at the correct rates, and the other wage
9 violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not
10 properly paid all wages earned and all wages owed to them by Defendants, including when
11 working more than eight hours in any given day and/or more than forty hours in any given week.

12 21. Therefore, from at least four years prior to the filing of this lawsuit and continuing
13 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
14 hours worked and failing to pay minimum wages for all time worked, as required by California
15 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
16 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
17 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
18 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
19 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
20 paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of
21 remuneration above and beyond their hourly pay, upon information and belief Defendants
22 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
23 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

24 22. Defendants also failed to provide Plaintiff and the Aggrieved Employees with their
25 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
26 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
27 provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the
28 Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically

1 failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-
2 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage
3 Order(s).

4 23. More specifically, Plaintiff worked shifts that entitled him to at least one meal
5 period, but Defendants' supervisor required Plaintiff and the Aggrieved Employees to prioritize
6 unloading boxes, assisting in the kitchen, and helping other employees provide food services to
7 Defendants' customers over taking proper meal periods. In fact, Defendants made no effort to
8 even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for
9 duty-free, net thirty minute meal periods. Employees were required to clock out for meal breaks
10 but were required to continue working during the "meal break." Defendants required this
11 regardless of whether Employees actually received their meal periods in full. To the extent
12 Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to
13 provide second meal periods and Defendants have produced no evidence of payments for meal
14 period violations under Labor Code 226.7. To the extent Defendants have paid any such
15 premiums, upon information and belief they failed to include all forms of remuneration, including
16 wage differentials and the like, in the regular rate at which Defendants paid the premium. Plaintiff
17 has no recollection of agreeing to waive any of his meal periods.

18 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
19 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved
20 Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other
21 Aggrieved Employees were required to perform work as ordered by Defendants for more than five
22 hours during a shift without receiving compliant meal periods. Additionally, as addressed above,
23 Defendants followed a practice of requiring off the clock work and rounding and time shaving in a
24 manner that would impact when Employees were to receive meal periods and rest breaks, and
25 required them to respond to work calls and inquiries and other demands during breaks, thus
26 leading to further violations.

27 25. Upon information and belief, Defendants' systems did not automatically generate a
28 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours

1 into a work shift or in the event the time punch records reflected a meal period of less than thirty
2 minutes. However, upon information and belief, in the event Defendants did pay any meal period
3 premiums, they did so at the employee's customary regular rate of hourly compensation without
4 including all forms of remuneration in that hourly rate calculation, for example by omitting wage
5 differentials and the like from the rate at which meal premiums were paid.

6 26. As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees
7 with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid
8 rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore,
9 for at least four years prior to the filing of this action and through to the present, Plaintiff and the
10 Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the
11 opportunity to take required breaks as required under the Labor Code and Wage Orders due to
12 Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees
13 were provided with a meal period, it was often untimely or interrupted, or was impermissibly
14 shortened, and Employees were not provided with one hour's wages in lieu thereof. Meal period
15 violations thus occurred in one or more of the following manners:

- 16 (a) Aggrieved Employees were not provided full thirty-minute duty free meal
17 periods for work days in excess of five hours and were not compensated
18 one hour's wages in lieu thereof, all in violation of, among others, Labor
19 Code §§ 226.7, 512, and the applicable Industrial Welfare Commission
20 Wage Order(s);
- 21 (b) Aggrieved Employees were not provided second full thirty-minute duty
22 free meal periods for work days in excess of ten hours;
- 23 (c) Aggrieved Employees were required to work through at least part of their
24 daily meal period(s);
- 25 (d) Meal periods were provided after five hours of continuous work during a
26 shift; and
- 27 (e) Aggrieved Employees were restricted in their ability to take a full thirty-
28 minute meal period and were not permitted to leave their work premises

1 during meal periods and were otherwise required to remain under
2 Defendants' control during meal periods.

3 27. Similar violations resulted from Defendants' failure to authorize and permit
4 Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four
5 hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved
6 Employees were either not authorized permitted the opportunity to take a rest break, or were
7 required to remain under Defendants' control and respond to instructions from management and
8 job and customer demands if and when they even attempted to take one. Upon information and
9 belief, Defendants also failed to authorize and permit employees to leave the premises during rest
10 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved
11 Employees to remain under their control during required off-duty rest break times.

12 28. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
13 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
14 schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-
15 free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the
16 Employees during the relevant period, meaning Defendants' rest break policy was not to schedule
17 or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight to
18 twelve hours on an average shift, and were required to receive at least two rest breaks or three rest
19 breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from
20 Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest
21 breaks despite working extended shifts. Defendants have produced no evidence of any payments
22 for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such
23 premiums, upon information and belief they failed to include all forms of remuneration, including
24 bonuses and shift differentials, in the regular rate at which Defendants paid the premium.

25 29. Defendants' uniformly applied policies and practices thus resulted in untimely and
26 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the
27 Aggrieved Employees worked shifts of at least eight hours, which required at least two rest
28 breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on

1 the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he
2 was not permitted to take a second or a third break, and those that were provided were often late
3 and generally interrupted by job duties and requirements.

4 30. During rest periods, employers must relieve employees of all duties and relinquish
5 control over how employees spend their time. Plaintiff and the Aggrieved Employees were and
6 are under Defendants' control when they are working through rest breaks and remaining under
7 Defendants' control. Defendants have also provided either impermissibly shortened or untimely
8 meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved
9 Employees were thus not authorized and permitted to take lawful rest periods, were
10 systematically required by Defendants to work through or during breaks, and were not provided
11 with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or
12 portions of their breaks, thus making them either untimely or shortened and on-duty, and they
13 were also prevented from leaving the premises and otherwise remain under Defendants' control
14 during rest breaks under Defendants' uniformly applied policies and practices. Rest period
15 violations therefore arose in one or more of the following manners:

- 16 (a) Aggrieved Employees were required to work without being provided a
17 minimum ten minute rest period for every four hours or major fraction
18 thereof worked and were not compensated one hour of pay at their regular
19 rate of compensation for each workday that a rest period was not provided,
20 and to the extent Defendants paid any premiums, they failed to include all
21 forms of remuneration in the regular rate used to calculate and pay them.
- 22 (b) Aggrieved Employees were not authorized and permitted to take timely rest
23 periods for every four hours worked, or major fraction thereof; and
- 24 (c) Aggrieved Employees were required to remain on duty and under
25 Defendants' control during rest periods or otherwise had their rest periods
26 interrupted by work demands.

27 31. From at least four years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or

1 deducting the Employees' earned wages, including by requiring off the clock work during breaks
2 and before and after work shifts and by miscalculating the regular rate and accordingly
3 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
4 for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and
5 owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

6 32. Defendants also violated California Labor Code § 246 by not providing all
7 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
8 provides that an Employee who "works in California for the same employer for 30 or more days
9 within a year from the commencement of employment is entitled to paid sick days as specified in
10 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
11 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
12 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
13 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
14 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
15 leave to the Aggrieved Employees during the relevant time period, including by failing to provide
16 two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required
17 under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
18 enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully
19 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
20 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
21 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."
22 Plaintiff accordingly seek this relief available for Defendants' failure to provide Employees with
23 all their required and earned sick days and all their COVID-19 supplemental sick leave in
24 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
25 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
26 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

27 33. Upon information and belief, Defendants also failed to provide Employees such as
28 Plaintiff at the time of his employment and thereafter with written notice complying with all the

1 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
2 shall provide to each employee a written notice, in the language the employer normally uses to
3 communicate employment-related information to the employee, containing” specific required
4 information. Upon information and belief, Defendants failed to provide this information to the
5 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
6 provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant
7 to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such
8 information when he was hired, or have failed to produce it, and upon information and belief
9 Defendants committed similar violations in connection with similarly situated and Aggrieved
10 Employees.

11 34. As a result of these illegal policies and practices, Defendants also engaged in and
12 enforced the following additional unlawful practices and policies against Plaintiff and the
13 Aggrieved Employees he seeks to represent:

- 14 (a) failing to pay all wages owed to Aggrieved Employees who either were
15 discharged, laid off, or resigned in accordance with the requirements of
16 Labor Code §§ 201, 202, 203;
- 17 (b) failing to pay all wages owed to the Aggrieved Employees twice monthly in
18 accordance with the requirements of Labor Code § 204;
- 19 (c) failing to pay Aggrieved Employees all wages owed, including all meal and
20 rest period premium wages, and failing to pay them at the regular rate of
21 compensation;
- 22 (d) failing to maintain accurate records of Aggrieved Employees’ hours worked
23 and earned wages and meal periods in violation of Labor Code §§ 226 and
24 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 25 (e) failing to produce timekeeping records in response to Plaintiff’s timely and
26 lawful request to receive them under these authorities.

27 35. Defendants have also failed to provide Aggrieved Employees with wage
28 statements, as required by California wage-and-hour laws. As noted above, Defendants did not

1 consistently provide wage statements to Employees. Some pay periods, Plaintiff was paid in cash
2 with no wage statement provided. On other occasions, he would be provided a check along with a
3 wage statement but the wage statement's data was not reflective of Plaintiff's actual pay rate or
4 hours worked. Specifically, Defendants failed to list hourly rates for overtime and sick time and
5 the like on wage statements, and committed other facial violations of the total hours requirement
6 and other requirements under section 226(a). On information and belief, other Aggrieved
7 Employees were also paid in similar fashion and Defendants thus also committed ongoing
8 violations of Labor Code § 204.

9 36. Defendants have also consistently failed to provide Aggrieved Employees with
10 timely, accurate, and itemized wage statements, in writing, as required by California wage-and-
11 hour laws, including by the above-described requirement of off the clock work, failure to pay all
12 overtime and double time wages owed and failure to pay them at the appropriate premium rates or
13 to list those rates on wage statements, and failure to pay premium wages for unprovided or
14 otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest
15 break premium wages and by the systematic and unlawful deductions Defendants took from
16 Employee wages. Defendants have also made it difficult to account with precision for the
17 unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the
18 Aggrieved Employees, during the liability period, including because they did not calculate the
19 regular rate of pay correctly when paying overtime or meal period premiums and because they did
20 not implement and preserve a record-keeping method as required for non-exempt employees by
21 California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage
22 Orders. Upon information and belief, time clock punches were not maintained or were not
23 accurately maintained for work shifts and meal periods. Defendants also failed to accurately
24 record and pay for all regular and overtime hours worked and submitted by Plaintiff and the
25 Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated
26 overtime premium rate.

27 37. Defendants thus provided Plaintiff and the Aggrieved Employees with wage
28 statements that failed to accurately report all hours worked and applicable hourly rates for all

1 hours worked. Plaintiff and the Aggrieved Employees were provided with unlawful wage
2 statements that failed to reflect all hours worked and failed to pay for all overtime hours or failed
3 to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal
4 and rest break premiums, and sick time if and when they did pay them. Defendants followed this
5 unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff
6 and the Aggrieved Employees worked more total hours than were reflected on the wage
7 statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff
8 and the Aggrieved Employees were unable to discern from their wage statements alone the actual
9 hours they worked in total during a pay period and the rates they were paid for those hours
10 worked.

11 38. Defendants have thus also failed to comply with Labor Code § 226(a) by
12 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved
13 Employees, along with the appropriate applicable rates or failing to list the rates at all, failure to
14 include the Defendants' address as stated on the California Secretary of State registry and thus
15 inaccurately listing the employer name and address, among others requirements. Plaintiff and
16 Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each
17 employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph
18 7 of the applicable California IWC Wage Orders by failing to maintain time records showing
19 when the employee begins and ends each work period, meal periods, and wages earned pursuant to
20 Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions
21 from payment of wages and accurately reporting total hours worked.

22 39. Defendants also required Plaintiff and the Aggrieved Employees to work hours off
23 the clock for which they were not compensated. They were required to endure off the clock work
24 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were
25 not provided with sick pay and supplemental sick leave and were subjected to systematic off the
26 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted
27 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
28 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to

1 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
2 two hours of their resignation, as required by California law, including Labor Code § 203.

3 40. Additionally, from at least four years prior to the filing of this lawsuit and
4 continuing to the present, Defendants have regularly required Plaintiff and the Aggrieved
5 Employees to incur necessary business expenses in the course of performing their required job
6 duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in
7 responding to calls from management, mileage for driving during work hours to get supplies or go
8 to the sister store to help, and cleaning and maintenance of required work uniforms. Plaintiff and
9 the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor
10 Code § 2802, and Defendants systematically failed to do so.

11 41. In light of the foregoing, Plaintiff and the Aggrieved Employees bring this action
12 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
13 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
14 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, 2698, and 2699 *et seq.* Therefore, Plaintiff and
15 the Aggrieved Employees seeks all applicable penalties related to these violations of the California
16 Labor Code pursuant to PAGA.

17 42. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
18 and the Aggrieved Employees seek injunctive relief, restitution, and disgorgement of all benefits
19 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
20 fraudulent practices alleged in this Complaint.

21 **PAGA NOTICE AND ALLEGATIONS**

22 43. Plaintiff brings this PAGA representative action on behalf of himself and all others
23 similarly situated Aggrieved Employees employed by Defendants during the liability period
24 pursuant to Labor Code § 2698 *et seq.* Plaintiff and the Employees are aggrieved under Labor
25 Code § 2699(c) in that they suffered the violations alleged in this Complaint and in Plaintiff's
26 PAGA Notice Letters to the LWDA and either were or are employed by the alleged violators,
27 Defendants. Upon information and belief, at all times during the liability period, Plaintiff and the
28 Aggrieved Employees were employees of Defendants subject to the protections of the California

1 Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

2 44. In failing to pay Aggrieved Employees their earned wages for all hours worked and
3 overtime, failing to provide lawful meal and rest periods, failing to provide accurate itemized
4 wage statements, and failing to pay Employees wages timely or twice monthly and upon
5 termination or resignation, along with the other violations addressed herein, Defendants failed to
6 timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code §
7 204. Defendants also failed to maintain records showing accurate hours worked daily and the
8 wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC
9 Wage Orders. Each of these violations gives rise to penalties under the PAGA.

10 45. As such, Plaintiff and the Aggrieved Employees seek penalties under Labor Code
11 §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code
12 § 2699.5, including under California Labor Code §§ 201, 202, 203, 204, 206.5, 222.5, 226(a),
13 226.7, 246, 248.1, 248.2, 248.5, 510, 512(a), 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
14 1194.2, 1197, 1197.1, 1198, 1199, 2810.5 and 2698 *et seq.* Plaintiff and the Aggrieved Employees
15 seek further statutory and civil penalties as applicable for Defendants’ violations, including under
16 sections 201, 202, 203, 204, 206.5, 222.5, 226(a), 226.7, 248.5, 510, 512(a), 516, 1174(d),
17 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2810.5, and 2698 *et seq.*

18 46. More specifically, after complying with the notice procedures of Labor Code §
19 2699.3, Plaintiff now asserts, as a representative action on behalf of the California Attorney
20 General and the State of California and the other similarly Aggrieved Employees, PAGA claims
21 for violations of the underlying claims addressed herein and seeking penalties as specified by the
22 applicable corresponding provisions, including as follows:

23 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees
24 all earned regular pay and minimum wages for regular hours worked and for failure to pay
25 overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197,
26 and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s)
27 seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558,
28 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant

1 to Labor Code § 2699(g)(1);

2 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the
3 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and
4 permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu
5 thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the
6 applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable,
7 including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code
8 §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys'
9 fees and costs pursuant to Labor Code § 2699(g)(1);

10 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
11 provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized
12 wage statements and failure to maintain employment records for Plaintiff and Aggrieved
13 Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the
14 applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and
15 applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph
16 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor
17 Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to
18 maintain records as required under Labor Code § 226(a), Defendants committed ongoing
19 violations giving rise to civil penalties under Labor Code §226.3, which in addition to other
20 penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty
21 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
22 per employee for each violation in a subsequent citation, ...";

23 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
24 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201,
25 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under
26 Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
27 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
28 2699(g)(1);

1 (e) Unlawful Deductions: For Defendants' unlawful deductions from wages
2 under Labor Code §§ 221, 1197, 1197.1, 1198, and Sections 2(K), 4, 9, and 20 of the applicable
3 IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221,
4 1197, 1197.1, 1198, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and
5 also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

6 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave:
7 For Defendants' failure to provide Employees with all their required and earned sick days and all
8 their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the
9 civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2,
10 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs
11 pursuant to Labor Code § 2699(g)(1);

12 (g) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees
13 with all their required reporting time pay in violation of Wage Order 9-2001 and 8 § CCR
14 11090(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558,
15 including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and
16 costs pursuant to Labor Code § 2699(g)(1); and

17 (h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
18 Labor Code § 2810.5, and any above-addressed violation of the applicable provisions of the Labor
19 Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code §
20 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
21 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
22 Labor Code § 2699(g)(1).

23 47. The penalties will be allocated under Labor Code § 2699(i) as follows: 75% to the
24 Labor and Workforce Development Agency (LWDA) and 25% to the affected employees.

25 48. As also addressed above, Plaintiff also seeks on behalf of the Aggrieved Employees
26 the penalties and remedies set forth in Labor Code § 558, which states:

27 (a) Any employer or other person acting on behalf of an employer who violates,
28 or causes to be violated, a section of this chapter or any provision regulating hours
and days of work in any order of the Industrial Welfare Commission shall be subject

1 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
2 underpaid employee for each pay period for which the employee was underpaid in
3 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
4 violation, one hundred dollars (\$100) for each underpaid employee for each pay
5 period for which the employee was underpaid in addition to an amount sufficient to
6 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
7 to the affected employee.

8 (b) If upon inspection or investigation the Labor Commissioner determines that
9 a person had paid or caused to be paid a wage for overtime work in violation of any
10 provision of this chapter, or any provision regulating hours and days of work in any
11 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
12 citation. The procedures for issuing, contesting, and enforcing judgments for
13 citations or civil penalties issued by the Labor Commissioner for a violation of this
14 chapter shall be the same as those set out in Section 1197.1.

15 (c) The civil penalties provided for in this section are in addition to any other
16 civil or criminal penalty provided by law.

17 49. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
18 LWDA and Defendants postmarked on **June 21, 2024**, addressing in detail the specific provisions
19 of the Labor Code Defendants have violated and addressing the facts and legal theories to support
20 the alleged violations (LWDA-CM-1035722-24). If the LWDA does not provide notice of its
21 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
22 letter, Plaintiff will be entitled to file this Complaint following full compliance and exhaustion of
23 the notice requirements under the PAGA and will be entitled to seek civil penalty assessments
24 against Defendants as a Representative of the State of California as hereinafter alleged and in
25 accordance with the law, in addition to costs and reasonable attorneys' fees as provided by the
26 PAGA statute. The concurrently provided PAGA Notice Letter to the LWDA is also hereby
27 incorporated into this Complaint as if set forth in full. Plaintiff alleges that the notice period
28 provided by statute will have expired and amendment to this PAGA only Complaint will then be
proper pursuant to Labor Code § 2699.3(a)(2)(C).

50. This action has been brought and may properly be maintained as a representative
action under the provisions of Labor Code § 2698 *et seq.* seeking civil and statutory penalties and
wages based, *inter alia*, on the following claims addressed in detail herein:

a. Defendants failed to pay Employees minimum wages;

- b. Defendants failed to pay Employees wages for all hours worked;
- c. Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Defendants paid reporting time pay under the applicable wage order and 8 CCR § 11050(5);
- e. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- f. Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks, cooldown periods, or provide premium pay in lieu thereof;
- g. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- h. Defendants violated Labor Code § 221;
- i. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Defendants' conduct was willful;
- k. Defendants violated Labor Code § 226 and § 1174 and §1198 and the IWC Wage Orders by failing to maintain accurate records of Aggrieved Employees' earned wages and work periods;
- l. Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave; and

1 p. Defendants violated Labor Code §§ 1174 and 1174.5;

2 **FIRST CAUSE OF ACTION**

3 **PENALTIES UNDER THE PAGA FOR FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 52. Defendants failed to pay Aggrieved Employees minimum wages for all hours
8 worked. Defendants had a consistent policy of failing to pay Employees for all hours worked.
9 Employees would work hours and not receive wages, including as alleged above in connection
10 with off the clock work, including all the time required to remain on duty and under Defendants'
11 control during breaks and due to the work demands placed upon them by Defendants'
12 management and by paying what should have been overtime hours as regular hours. Defendants'
13 uniformly applied policies required systematic off the clock work and underpayment of all wages
14 owed to Employees over a period of time, while benefiting Defendants. During the relevant time
15 period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved
16 Employees, including by requiring systematic off the clock work. To the extent any local wage
17 ordinances were also applicable to paying the employees an hourly rate above the minimum
18 wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform
19 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
20 Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that
21 denied accurate compensation to Plaintiff and the other members of the Aggrieved Employees as
22 to minimum wage pay.

23 53. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require
24 employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage
25 than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5
26 as "the time during which an employee is subject to the control of an employer, and includes all
27 the time the employee is suffered or permitted to work, whether or not required to do so." Cal.
28 Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

1 54. Defendants therefore did not pay minimum wages for all hours worked by the
2 Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime
3 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
4 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

5 55. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil
6 penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute
7 of limitations in which the Aggrieved Employee was not paid for all hours worked for each pay
8 period, plus reasonable attorneys' fees and costs.

9 56. The Private Attorneys General Act of 2004 ("PAGA") provides that:

10 ... an aggrieved employee may recover the civil penalty described in subdivision
11 (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on
12 behalf of himself or herself and other current or former employees against whom
13 one or more of the alleged violations was committed. Any employee who prevails
14 in any action shall be entitled to an award of reasonable attorney's fees and costs.
Nothing in this part shall operate to limit an employee's right to pursue or recover
other remedies available under state or federal law, either separately or
concurrently with an action taken under this part. (Labor Code § 2699(g)(1)).

15 57. Plaintiff is an "Aggrieved Employees" under the PAGA, was employed by
16 Defendants during the applicable statutory period and suffered one or more of the California
17 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of
18 himself and all other current and former aggrieved non-exempt employees, as defined above, the
19 civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs, after having
20 satisfied the PAGA notice requirements as set forth above.

21 58. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the
22 policies, practices and business acts of Defendants to the extent provided by law as a
23 Representative Action, including reasonable attorneys' fees and costs, and for civil or statutory
24 penalties as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.
25 Plaintiff thus seeks penalties against Defendants for failure to provide Plaintiff and other
26 aggrieved non-exempt employees proper regular pay and minimum wages for regular hours
27 worked and/or overtime premium pay for overtime hours worked during the applicable statutory
28 period pursuant to section 558, and also pursuant to the default PAGA penalties provisions of

1 Labor Code § 2699(f)(2).

2 59. In California, employees must be paid at least the then applicable state minimum
3 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014,
4 and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H)
5 of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an
6 employee is subject to the control of an employer and includes all the time the employee is
7 suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor
8 Code § 204, other applicable laws and regulations, and public policy, an employer must timely
9 pay its employees for all hours worked. Defendants failed to do so.

10 60. Additionally, pursuant to California Labor Code § 204, other applicable laws and
11 regulations, and public policy, an employer must timely pay its employees for all hours worked.
12 Defendants failed to do so.

13 61. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
14 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
15 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
16 applicable minimum wage rate fixed by the commission for work during the relevant period is
17 found in the Wage Orders.

18 62. The minimum wage provisions of California Labor Code are enforceable by private
19 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
20 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to recover in a civil action the
22 unpaid balance of the full amount of this minimum wage or overtime compensation, including
23 interest thereon, reasonable attorney’s fees and costs of suit.”

24 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
26 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
27 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
28 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in

1 the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved
2 Employees is and has been a direct consequence of Defendants' unlawful compensation policies
3 and practices, which applied uniformly to the Aggrieved Employees working at locations and
4 work sites throughout California.

5 64. In committing the above-described violations of the California Labor Code,
6 Defendants inaccurately recorded, or required Aggrieved Employees to input times that did not
7 reflect their actual hours worked, or calculated the correct time worked and consequently
8 underpaid the actual time worked by Aggrieved Employees, including by requiring off the clock
9 work and rounding and refusing to pay all incurred overtime, as addressed in detail above.
10 Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
11 in violation of the California Labor Code, the Industrial Welfare Commission requirements and
12 other applicable laws and regulations. As a result of these violations, Defendants also failed to
13 timely pay all wages earned in accordance with California Labor Code § 1194.

14 65. California Labor Code § 1194.2 also provides for the following remedies: "In any
15 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
16 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

18 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
19 1197.1, Plaintiff and Aggrieved Employees are entitled to recover a penalty of \$100.00 for the
20 initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent
21 failure to pay each employee minimum wages.

22 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Aggrieved Employees
23 are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid
24 and interest thereon.

25 68. Pursuant to California Labor Code § 1197.1, Plaintiff and Aggrieved Employees
26 are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee
27 minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.
28

1 69. Labor Code § 1198 also requires that: “The maximum hours of work and the
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor for employees. The employment of any employee for longer hours
4 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
5 Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the
6 IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions
7 for which a representative PAGA action may be commenced under Labor Code § 2699.3.

8 70. Additionally, Labor Code § 1199 provides that: “Every employer or other person
9 acting either individually or as an officer, agent, or employee of another person is guilty of a
10 misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100)..., who does
11 any of the following: (a) Requires or causes any employee to work for longer hours than those
12 fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to
13 be paid to any employee a wage less than the minimum fixed by an order of the commission....”

14 71. Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: “(A)
15 In addition to any other civil penalties provided by law, any employer or any other person acting
16 on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall
17 be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each underpaid employee for
18 each pay period during which the employee was underpaid in addition to the amount which is
19 sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00 for each underpaid
20 employee for each pay period during which the employee was underpaid in addition to an amount
21 which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of
22 all wages recovered.”

23 72. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
24 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
25 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
26 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
27 employee per pay period for the initial violation and two hundred dollars (\$200) for each
28 aggrieved employee per pay period for each subsequent violation.”

73. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,... 1194, 1197, 1197.1 and 1198...1199”, and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

74. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiff and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

75. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and the other Aggrieved Employees minimum wages and all wages owed for all hours worked. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SECOND CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PAY WAGES

AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

77. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to

1 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
2 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
3 may be maintained directly against the employer in an employee's name without first filing a
4 claim with the Division of Labor Standards and Enforcement.

5 78. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
6 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
7 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
8 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
9 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
10 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
11 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
12 work in a workweek.

13 79. Defendants had a consistent policy of not paying Employees wages for all hours
14 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
15 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
16 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
17 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
18 clock work, as detailed above.

19 80. Defendants thus had a consistent policy of not paying Employees wages for all
20 hours worked, including hours at their required regular, overtime, and double-time rates.
21 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
22 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the
23 Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying
24 Plaintiff and the Aggrieved Employees all earned and owed straight time and overtime wages and
25 other benefits, in violation of the California Labor Code, the California Code of Regulations and
26 the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and
27 Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other
28 similarly situated non-exempt employees to work through meal periods or remain under

1 Defendants' control when they were required to be clocked out or to otherwise work off the clock
2 to complete their daily job duties and respond to demands from customers and managers.

3 81. Therefore, Employees were not properly compensated, nor were they paid overtime
4 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
5 Based on information and belief, Defendants did not make available to Employees a reasonable
6 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
7 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
8 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
9 Aggrieved Employees to work through meal periods when they were required to be clocked out or
10 to otherwise work off the clock to complete their daily job duties.

11 82. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid
12 balance of regular wages owed and overtime compensation for all hours worked, as required by
13 California law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the
14 applicable IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly
15 calculate the regular rate used to calculate and pay overtime, and meal and rest premiums, as
16 addressed above.

17 83. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil
18 penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute
19 of limitations in which the Aggrieved Employee was not paid at the correct overtime rate for all
20 hours worked for each pay period, plus reasonable attorneys' fees and costs. Plaintiff is entitled
21 to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA
22 notice requirements, as addressed above. Plaintiff further seeks civil penalties pursuant to Labor
23 Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to pay
24 all overtime wages in violation of the underlying Labor Code sections addressed herein.

25 84. Defendants' failure to pay compensation in a timely fashion also constituted a
26 violation of California Labor Code § 204, which requires that all wages shall be paid
27 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
28 violation of that provision of the California Labor Code, Defendants have failed to pay all wages

1 and overtime compensation earned by Employees. Each such failure to make a timely payment of
2 compensation to Employees constitutes a separate violation of California Labor Code § 204.

3 85. As a result of these violations, Defendant also failed to timely pay all wages
4 earned in accordance with California Labor Code § 1194. California Labor Code § 1194.2 also
5 provides for the following remedies: “In any action under Section 1194 . . . to recover wages
6 because of the payment of a wage less than the minimum wages fixed by an order of the
7 commission, an employee shall be entitled to recover liquidated damages in an amount equal to
8 the wages unlawfully unpaid and interest thereon.”

9 86. Labor Code § 1198 also requires that: “The maximum hours of work and the
10 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any employee for longer hours
12 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
13 Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the
14 IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions
15 for which a representative PAGA action may be commenced under Labor Code § 2699.3. Section
16 20 of IWC Wage Orders addresses further penalties derived from Section 1198 violations.

17 87. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
18 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
19 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
20 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
21 employee per pay period for the initial violation and two hundred dollars (\$200) for each
22 aggrieved employee per pay period for each subsequent violation.”

23 88. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
24 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
25 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
26 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
27 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204, ...510,
28 512,... 1194, 1197, 1197.1 and 1198...1199” among the provisions of the Code that allow for

1 recovery of civil penalties pursuant to the PAGA As a direct and proximate result of the
2 Defendants' unlawful acts, as alleged in detail herein, Plaintiff and other aggrieved non-exempt
3 employees have been deprived, and continue to be deprived, of overtime wages owed for all hours
4 they worked. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

5 89. As such, Defendants are liable for PAGA penalties resulting from their failure to
6 timely provide Plaintiff and the other Aggrieved Employees overtime and premium wages for all
7 hours worked. Accordingly, Plaintiff entitled to recover, and hereby seeks through this
8 representative action, all civil and statutory penalties authorized for violations of California Labor
9 Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the applicable
10 IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and applicable
11 under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys'
12 fees and costs pursuant to Labor Code § 2699(g)(1).

13 **THIRD CAUSE OF ACTION**

14 **PENALTIES UNDER THE PAGA FOR MEAL-PERIOD LIABILITY**

15 **UNDER LABOR CODE § 226.7, 512**

16 **(Against All Defendants)**

17 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 91. Employees regularly worked shifts greater than five (5) hours and in some
20 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
21 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
22 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
23 for a shift of more than ten (10) hours without providing him or her with a second meal period of
24 not less than thirty (30) minutes.

25 92. Defendants failed to provide Employees with meal periods as required under the
26 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
27 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
28 provided them after Employees worked beyond the fifth hour of their shifts or Employees

1 otherwise had them shortened and interrupted by work demands and requirements to perform off
2 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
3 on the occasions when Employees worked more than ten hours in a given shift, they did so
4 without receiving a second uninterrupted thirty-minute meal period as required by law.

5 93. Defendants thus failed to provide Plaintiff and the Aggrieved Employees with meal
6 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
7 including by not providing them with the opportunity to take meal breaks, by providing them late
8 or for less than thirty minutes, or by requiring them to perform work during breaks.

9 94. Moreover, Defendants failed to compensate Employees for each meal period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
11 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
14 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
15 period premiums, they upon information and belief underpaid them by miscalculating the regular
16 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
17 compensate the Aggrieved Employees for each meal period not provided or inadequately
18 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
19 Wage Order.

20 95. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff and
21 other aggrieved non-exempt employees lawful off-duty unpaid meal periods. Pursuant to Labor
22 Code § 2699, Plaintiff seeks all applicable PAGA civil penalties and remedies for each Aggrieved
23 Employee for each pay period in the applicable statute of limitations in which the Aggrieved
24 Employee was not provided with a meal period, plus reasonable attorneys' fees and costs. Plaintiff
25 is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the
26 PAGA notice requirements, as addressed above. Plaintiff further seeks civil penalties pursuant to
27 Labor Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to
28 provide all required meal periods in violation of the underlying Labor Code sections as addressed.

1 96. Premium pay for denied lawful meal and rest periods is considered a “wage” rather
2 than a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114;
3 *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022). Plaintiff therefore seeks to
4 recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business
5 acts of Defendants to the extent provided by law as a Representative Action, including reasonable
6 attorneys’ fees and costs, and civil penalties for the underpayment of wages as permitted by Labor
7 Code § 558, as a separate penalty provided by the PAGA statute. Aggrieved employees may
8 recover penalties for denied meal periods under the PAGA, as the civil penalty under California
9 Labor Code 558 applies to any provision regulating hours and days of work in any Order, and
10 Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

11 97. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
12 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
13 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
14 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
15 employee per pay period for the initial violation and two hundred dollars (\$200) for each
16 aggrieved employee per pay period for each subsequent violation.”

17 98. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
18 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
19 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
20 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
21 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§] 226.7,
22 ...512,...558,... and 1198” among the provisions of the Code that allow for recovery of civil
23 penalties pursuant to the PAGA.

24 99. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
25 because Defendants failed to properly provide Plaintiff and other aggrieved non-exempt
26 employees with lawful uninterrupted off-duty meal periods throughout the applicable statutory
27 period. Defendants also systematically denied Plaintiff and other Aggrieved Employees proper
28 premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were

1 denied an unpaid, off-duty 30-minute meal period.

2 100. As such, Defendants are liable for PAGA penalties resulting from their failure to
3 provide Plaintiff and other aggrieved non-exempt employees lawful meal periods and the
4 corresponding meal period premium pay. Accordingly, Plaintiff is entitled to recover, and hereby
5 seeks through this Representative Action, all civil and statutory penalties authorized for violations
6 of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(E) of the applicable
7 IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable
8 under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), and 2699(f)(2), and also
9 for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

10 **FOURTH CAUSE OF ACTION**

11 **PENALTIES UNDER THE PAGA FOR REST-BREAK PERIOD LIABILITY**

12 **UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 102. Section 12(A)-(B) of the applicable IWC Wage Orders instruct that: "(A) Every
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period. The authorized rest period time shall be
19 based on the total hours worked daily at the rate of ten minutes net rest time per four hours or
20 major fraction thereof. However, a rest period need not be authorized for employees whose total
21 daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be
22 counted as hours worked for which there shall be no deduction from wages. (B) If an employer
23 fails to provide an employee a rest period in accordance with the applicable provisions of this
24 order, the employer shall pay the employee one hour of pay at the employee's regular rate of
25 compensation for each work day that the rest period is not provided." Labor Code § 226.7 further
26 instructs that: "An employer shall not require an employee to work during a meal or rest or
27 recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or
28 order of the Industrial Welfare Commission,..."

1 103. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
2 provide that employers must authorize and permit all employees to take rest periods at the rate of
3 ten minutes net rest time per four (4) work hours. Defendants, and each of them, have intentionally
4 and improperly denied rest periods to Plaintiff and the Aggrieved Employees in violation of Labor
5 Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

6 104. Employees consistently worked consecutive four hour shifts and were generally
7 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
8 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
9 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
10 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
11 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
12 to schedule or otherwise authorize and permit Plaintiff and the Aggrieved Employees to take
13 lawful rest breaks. Employees were often required to work or to otherwise remain under
14 Defendants' control during rest periods she was ever able to take, including by responding to work
15 requirements, and had breaks provided untimely as a result of the above described off the clock
16 work. Plaintiff and the Aggrieved Employees were also not permitted to leave their work premises
17 during rest breaks.

18 105. Defendants failed to compensate Employees for each rest period not provided or
19 inadequately provided, as required under Labor Code § 226.7 and paragraph 12 of the applicable
20 IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period
21 in accordance with this section, the employer shall pay the employee one hour of pay at the
22 employee's regular rate of compensation for each workday that the meal period is not provided.
23 Defendants failed to compensate Employees for each meal period not provided or inadequately
24 provided, as required under Labor Code § 226.7.

25 106. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff and
26 other aggrieved non-exempt employees lawful off-duty rest periods. Pursuant to Labor Code §
27 2699, Plaintiff seeks all applicable PAGA civil penalties and remedies for each Aggrieved
28 Employee for each pay period in the applicable statute of limitations in which the Aggrieved

1 Employee was not provided with a rest break, plus reasonable attorneys' fees and costs. Plaintiff is
2 entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the
3 PAGA notice requirements, as addressed above. Plaintiff further seeks civil penalties pursuant to
4 Labor Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to
5 provide required rest periods in violation of the underlying Labor Code sections addressed herein.

6 107. Premium pay for denied lawful meal and rest periods is considered a "wage" rather
7 than a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114;
8 *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022). Plaintiff therefore seeks to
9 recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business
10 acts of Defendants to the extent provided by law as a Representative Action, including reasonable
11 attorneys' fees and costs, and civil penalties for the underpayment of wages as permitted by Labor
12 Code § 558, as a separate penalty provided by the PAGA statute. Aggrieved employees may
13 recover penalties for denied meal periods under the PAGA, as the civil penalty under California
14 Labor Code § 558 applies to any provision regulating hours and days of work in any Order.

15 108. Labor Code § 2699(f)(2) states: "For all provisions of this code except those
16 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
17 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
18 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
19 employee per pay period for the initial violation and two hundred dollars (\$200) for each
20 aggrieved employee per pay period for each subsequent violation."

21 109. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
22 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
23 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor
24 Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section
25 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7,
26 ...512,...558,... and 1198" among the provisions of the Code that allow for recovery of civil
27 penalties pursuant to the PAGA. Plaintiff have fully complied with procedures specified in Labor
28 Code § 2699.3.

110. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide Plaintiff and other aggrieved non-exempt employees with lawful uninterrupted off-duty rest breaks throughout the applicable statutory period. Defendants also systematically denied Plaintiff and other Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied an off-duty rest period.

111. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and other aggrieved non-exempt employees lawful rest periods and the corresponding rest period premium pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

FIFTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FAILURE TO PAY REPORTING TIME PAY

UNDER WAGE ORDER 9-2001, 8 CCR § 11090(5)

(Against All Defendants)

112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

113. Wage Order 9-2001 provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Cal. Code Regs., tit. 8, § 11090(5)(A).

114. As set forth herein, Plaintiff and Aggrieved Employees were required to report for work and were sent home before half of their scheduled days' work. Defendants failed to pay Plaintiff and Employees for half of their scheduled days' work in violation of the Wage Orders.

115. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff and the Aggrieved Employees have been damaged in that Plaintiff and the Aggrieved Employees have not been paid all required reporting time pay.

116. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and other aggrieved non-exempt employees reporting time pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code Cal. Code Regs., tit, 8, § 11090(5)(A), and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code Cal. Code Regs., tit, 8, § 11090(5)(A), including sections 558(a)(1)-(2), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SIXTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS UNDER LABOR CODE § 226(a) AND KEEP ACCURATE PAYROLL RECORDS UNDER LABOR CODE § 1174

(Against All Defendants)

117. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

118. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

119. Defendants failed to provide Plaintiff and the similarly situated Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to

1 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
2 including for all overtime and double time hours worked and for deficient meal periods and rest
3 breaks, all of which Defendants knew or reasonably should have known were owed to the
4 Employees, as alleged above. As detailed above, Defendants also committed systematic violations
5 of the facial requirements of section 226(a), including by failing to list rates of pay and failing to
6 accurately list the name and address of the employer on wage statements Defendants issued.

7 120. Throughout the liability period, Defendants thus intentionally failed to furnish to
8 Plaintiff and the Aggrieved Employees, upon each payment of wages, itemized statements
9 accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the
10 number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all
11 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
12 paid, (7) the name of the employee and only the last four digits of his or her social security
13 number or an employee identification number other than a social security number, (8) the name
14 and address of the legal entity that is the employer and (9) all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly rate by the
16 employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders,
17 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
18 Plaintiff and the Aggrieved Employees with such timely and accurate wage and hour statements.

19 121. Plaintiff and the Aggrieved Employees suffered injury as a result of Defendants'
20 knowing and intentional failure to provide them with the wage and hour statements as required by
21 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
22 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
23 accurate and complete information as required by any one or more of items Labor Code § 226
24 (a)(1) to (9), inclusive, and the Plaintiff and Aggrieved Employees cannot promptly and easily
25 determine from the wage statement alone one or more of the following: (i) The amount of the
26 gross wages or net wages paid to the employee during the pay period or any of the other
27 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
28 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross

1 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
2 address of the employer and, (iv) The name of the employee and only the last four digits of his or
3 her social security number or an employee identification number other than a social security
4 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
5 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
6 without reference to other documents or information.

7 122. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
8 are required “to pay each employee, on the established payday for the period involved, not less
9 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
10 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
11 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Aggrieved
12 Employees may therefore pursue damages and penalties for violations of Labor Code § 204 and
13 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
14 applicable IWC Wage Orders.

15 123. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
16 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Aggrieved
17 Employees suffered injuries, including among other things confusion over whether they received
18 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
19 forcing them to make mathematical computations to analyze whether the wages paid in fact
20 compensated them correctly for all hours worked. Labor Code § 226(e)(1) further instructs
21 that: “An employee suffering injury as a result of a knowing and intentional failure by an
22 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or
23 fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
24 (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate
25 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
26 attorney’s fees.” However, for PAGA claims arising from violations of Section 226(a), Plaintiff
27 need not establish injury or that Defendants acted knowingly and intentionally in issuing
28 inaccurate wage statements.

1 124. Plaintiff therefore seeks civil penalties under the PAGA against Defendants for
2 providing inaccurate wage statements and also for failure to maintain accurate Employee records
3 during the applicable statutory period.

4 125. To this end, Labor Code § 1174 provides that: “Every person employing labor in
5 this state shall:....(c) Keep a record showing the names and addresses of all employees employed
6 and the ages of all minors. (d) Keep, at a central location in the state or at the plants or
7 establishments at which employees are employed, payroll records showing the hours worked daily
8 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece
9 rate paid to, employees employed at the respective plants or establishments. These records shall be
10 kept in accordance with rules established for this purpose by the commission, but in any case shall
11 be kept on file for not less than three years...”

12 126. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the
13 policies, practices and business acts of Defendants to the extent provided by law as a
14 Representative Action, including reasonable attorneys’ fees and costs. As alleged in more detail
15 above, Defendants violated the above statutes by failing to maintain accurate payroll records
16 showing the hours worked daily by, and the wages paid to, Plaintiff and other aggrieved non-
17 exempt employees. Defendants’ payroll records pertaining to Plaintiff and other aggrieved non-
18 exempt employees, and in turn the wage statements issued to them, fail to accurately reflect all
19 regular and overtime hours worked, overtime hourly rates, actual gross wages and net wages
20 earned, meal periods, and premium wages owed for denied lawful meal and rest periods.

21 127. Labor Code § 2699(f)(2) states that: “For all provisions of this code except those
22 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
23 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
24 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
25 employee per pay period for the initial violation and two hundred dollars (\$200) for each
26 aggrieved employee per pay period for each subsequent violation.”

27 128. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
28 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section

1 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
2 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
3 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226,...
4 subdivisions (c) and (d) of Section 1174,... 1198,...1199,...” among the provisions of the Code
5 that allow for recovery of civil penalties pursuant to the PAGA.

6 129. Labor Code § 1198 also requires that: “The maximum hours of work and the
7 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
8 standard conditions of labor for employees. The employment of any employee for longer hours
9 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
10 Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the
11 IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions
12 for which a representative PAGA action may be commenced under Labor Code § 2699.3.

13 130. As such, Defendants are liable for PAGA penalties resulting from their failure to
14 provide accurate itemized wage statements to Plaintiff and the Aggrieved Employees and failure
15 to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
16 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s),
17 and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§
18 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 **SEVENTH CAUSE OF ACTION**

21 **PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 221**

22 **(Against All Defendants)**

23 131. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 132. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
26 receive from an employee any part of wages theretofore paid by said employer to said employee.”
27 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
28 public policy, an employer must timely pay its employees for all hours worked. Defendants failed

1 to do so. These unlawful deductions equate to additional unpaid wage violations giving rise to
2 PAGA penalties, and Labor Code § 221 is an enumerated provision under Labor Code § 2699.5.
3 Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision
4 (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to
5 commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5
6 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any
7 alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,... 1194,
8 1197, 1197.1 and 1198...1199,” and these provisions of the Code allow for recovery of civil
9 penalties pursuant to the PAGA in this action.

10 133. Defendants unlawfully received and/or collected wages from the Aggrieved
11 Employees by requiring off the clock work and rounding, by miscalculating overtime, and by not
12 paying one hour of pay at the regular rate of compensation for every meal and rest period violation
13 endured by Plaintiff and the other Aggrieved Employees, as alleged above. By not compensating
14 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
15 Labor Code § 221.

16 134. As such, Defendants are liable for PAGA penalties resulting from these unlawful
17 deductions and Plaintiff is entitled to recover, and hereby seeks through this representative action,
18 all civil and statutory penalties authorized for violations of California Labor Code §§ 221, 1197,
19 1197.1, 1198 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff
20 seeks all civil and statutory penalties available and applicable under Labor Code §§ 221, 1197,
21 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code §
22 2699(g)(1). Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

23 **EIGHTH CAUSE OF ACTION**

24 **PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 204**

25 **(Against All Defendants)**

26 135. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.
28

1 136. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
2 employment are due and payable twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
4 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
5 during which the labor was performed, and labor performed between the 16th and the last day,
6 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
7 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of
8 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
9 calendar days following the close of the payroll period.” As detailed above, Defendants
10 maintained a consistently applied policy and practice of not paying all wages earned between the
11 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
12 between the 16th and the last day of the month between the 1st and 10th day of the following month.
13 Defendants similarly failed to pay all wages earned by not more than seven calendar days
14 following the close of the payroll period.

15 137. All wages due and owing to Plaintiff and the Aggrieved Employees, including as
16 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
17 wages required by Labor Code § 1194 and other sections became due and payable to each
18 employee in each pay period that he or she was not provided with a meal period or rest period or
19 paid straight or overtime wages to which he or she was entitled.

20 138. Defendants violated Labor Code § 204 by systematically refusing to timely pay
21 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
22 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
23 payday for the period involved, not less than the applicable minimum wage for all hours worked in
24 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
25 hours than those fixed by the order or under conditions of labor prohibited by the order is
26 unlawful.” Plaintiff and the Aggrieved Employees may therefore pursue damages and penalties for
27 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
28 penalties under paragraph 20 of the applicable IWC Wage Orders.

139. Therefore, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked and do so at least twice monthly. Defendants failed to do so. These failure to timely pay wages violations give rise to PAGA penalties, and Labor Code § 204 is an enumerated provision under Labor Code § 2699.5. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,... 221, ...510, 512,... 1194, 1197, 1197.1 and 1198...1199,” and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

140. Defendants unlawfully failed to timely pay all wages owed to Plaintiff and the Aggrieved Employees as addressed above. As such, Defendants are liable for PAGA penalties resulting from these violations and Plaintiff is entitled to recover, and hereby seeks through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 204, 1197, 1197.1, 1198 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 204, 1197, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

NINTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY PAY ALL WAGES

OWED IN VIOLATION OF LABOR CODE § 201, 202, 203

(Against All Defendants)

141. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

142. As addressed in the preceding paragraphs, in violation of Labor Code § 204, Defendants maintained a consistently applied policy and practice of not paying all wages earned

1 between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages
2 earned between the 16th and the last day of the month between the 1st and 10th day of the following
3 month. Defendants similarly failed to pay all wages earned by not more than seven calendar days
4 following the close of the payroll period.

5 143. As detailed above, all wages due and owing to Plaintiff and the Aggrieved
6 Employees, including as required under Labor Code § 510, were therefore not timely paid by
7 Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due
8 and payable to each employee in each pay period that he or she was not provided with a meal
9 period or rest period or paid straight or overtime wages to which he or she was entitled.

10 144. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
11 are required “to pay each employee, on the established payday for the period involved, not less
12 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
13 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
14 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Aggrieved
15 Employees may therefore pursue damages and penalties for violations of Labor Code § 204 and
16 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
17 applicable IWC Wage Orders.

18 145. Additionally, Plaintiff and numerous Aggrieved Employees are no longer
19 employed by Defendants; they either quit Defendants’ employ or were fired therefrom during the
20 relevant liability period. Plaintiff seeks civil penalties against Defendants for their failure to timely
21 pay Plaintiff and the Aggrieved Employee all wages owed during the applicable statutory period.
22 Defendants failed to pay these Employees all wages due and certain at the time of termination or
23 within seventy-two (72) hours of resignation. The wages withheld from these Employees by
24 Defendants remained due and owing for more than thirty (30) days from the date of separation
25 from employment.

26 146. Under Labor Code § 202, where an employee voluntarily quits his or her
27 employment without advance notice, all commission wages that can be reasonably calculated at the
28 time must be paid to the employee within 72 hours of termination of the employment relationship.

1 147. Labor Code § 203 further provides: “(a) If an employer willfully fails to pay,
2 without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and
3 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall
4 continue as a penalty from the due date thereof at the same rate until paid or until an action
5 therefor is commenced; but the wages shall not continue for more than 30 days....”

6 148. Under Labor Code § 2926, “[a]n employee who is not employed for a specified
7 term and who is dismissed by his employer is entitled to compensation for services rendered up to
8 the time of such dismissal.” Also, under Labor Code § 2927, “[a]n employee who is not employed
9 for a specified term and who quits the service of his employer is entitled to compensation for
10 services rendered up to the time of such quitting.”

11 149. Defendants failed to pay Plaintiff and the Aggrieved Employees without abatement,
12 all wages as defined by applicable California law. Among other things, these Employees were not
13 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
14 or requiring off the clock work and failing to pay premium wages owed for unprovided meal
15 periods and rest periods, as further detailed in this Complaint and in Plaintiff’ PAGA Notice Letter
16 to the LWDA at Exhibit A. Defendants’ failure to pay said wages within the required time was
17 willful within the meaning of Labor Code § 203.

18 150. All wages due and owing to Plaintiff and the Aggrieved Employees, including as
19 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
20 wages required by Labor Code § 1194 and other sections became due and payable to each
21 employee in each pay period that he or she was not provided with a meal period or rest period or
22 paid straight or overtime wages to which he or she was entitled.

23 151. Under Labor Code § 210, “(a) In addition to, and entirely independent and apart
24 from, any other penalty provided in this article, every person who fails to pay the wages of each
25 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be
26 subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
27 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
28 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the

1 amount unlawfully withheld.”

2 152. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as
3 follows: “(A) In addition to any other civil penalties provided by law, any employer or any other
4 person acting on behalf of the employer who violates, or causes to be violated, the provisions of
5 this order, shall be subject to the civil penalty of: (1) Initial Violation — \$50.00 for each
6 underpaid employee for each pay period during which the employee was underpaid in addition to
7 the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — \$100.00 for
8 each underpaid employee for each pay period during which the employee was underpaid in
9 addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall
10 receive payment of all wages recovered.”

11 153. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the
12 policies, practices and business acts of Defendants to the extent provided by law as a
13 Representative Action, including reasonable attorneys’ fees and costs, and as permitted by Labor
14 Code § 558, as a separate civil penalty provided by the PAGA statute.

15 154. Defendants violated the above statutes by failing to promptly pay Plaintiff and
16 other aggrieved non-exempt employees all earned wages due each and every pay period, as well as
17 immediately upon termination and/or within 72 hours upon resignation.

18 155. During the applicable statutory period, Defendants violated, and continue to
19 violate, California Labor Code § 204 and Section 20 of IWC Wage Orders by failing to
20 compensate Plaintiff and other aggrieved hourly employees overtime premium wages for overtime
21 hours worked, premium pay for denied off-duty meal and rest periods (wages), and other wages
22 due to Plaintiff and other Aggrieved Employees each pay period, as alleged in more detail herein.

23 156. Further, Defendants violated, and continue to violate, California Labor Code §§
24 201-204, 2926, and 2927 by failing to compensate employees, including Plaintiff and other
25 Aggrieved Employees no longer working for Defendants, for services rendered up to the time of
26 dismissal or quitting, and for failing to timely do so.

27 157. Labor Code § 2699(f)(2) states: “For all provisions of this code except those
28 for which a civil penalty is specifically provided, there is established a civil penalty for a violation

1 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
2 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each
4 aggrieved employee per pay period for each subsequent violation.”

5 158. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
6 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
7 2699.5” to commence upon satisfaction of its written notice requirements. Plaintiff have fully
8 complied with procedures specified in Labor Code § 2699.3. Additionally, Labor Code § 2699.5
9 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any
10 alleged violation of the following provisions: “[Labor Code §§] 201,... 202, 203, ...204,...
11 558,...1198,...” among the provisions of the Code that allow for recovery of civil or statutory
12 penalties pursuant to the PAGA.

13 159. Defendants are liable for PAGA penalties resulting from their failure to timely pay
14 all wages owed to Plaintiff and other Aggrieved Employees at the time of their termination of
15 separation from employment, and failure to timely pay all wages owed twice monthly.
16 Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action,
17 all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201, 203, 204,
18 1197.5, 1198, 2926, and 2927, and Plaintiff seeks all civil penalties available and applicable under
19 Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable
20 IWC Wage Order(s), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

21 **TENTH CAUSE OF ACTION**

22 **PENALTIES UNDER THE PAGA AND LABOR CODE §§ 246, 248.1, and 248.2**
23 **FOR FAILURE TO PROVIDE SICK DAYS AND COVID-19 SUPPLEMENTAL**
24 **SICK LEAVE**

25 **(Against All Defendants)**

26 160. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.
28

161. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246.

162. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2. These violations give rise to damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

163. Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Labor Code § 2699(g)(1).

ELEVENTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE NECESSARY

BUSINESS EXPENSES LABOR CODE § 2802

(Against All Defendants)

164. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

165. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work related expenses they incurred. These expenses included the use of their cellular

1 phones to conduct work-related business Plaintiff incurred in responding to calls from
2 management, mileage for driving during work hours to get supplies or go to the sister store to
3 help, and cleaning and maintenance of required work uniforms. Plaintiff and the Aggrieved
4 Employees must be reimbursed for these necessary business expenses under Labor Code § 2802
5 and Defendants systematically failed to do so.

6 166. Defendants thus followed a uniform policy and practice of failing to reimburse
7 Employees for these necessary work related expenses or losses incurred in direct discharge of their
8 job duties during employment with Defendants and at the direction of the Defendants pursuant to
9 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

10 167. Defendants' knowing and willful failure to reimburse lawful necessary work related
11 expenses and losses to Plaintiff and the Aggrieved Employees resulted in damages because,
12 among other things, Defendants did not inform employees of their right to be reimbursed for those
13 work related expenses. As Defendants failed to inform and misled Plaintiff and the Aggrieved
14 Employees with regard to their rights, Plaintiff and the Aggrieved Employees were led to believe
15 that incurring those lawful and necessary expenses was an expected and essential function of their
16 employment with Defendants and that failure to incur those expenses would have adverse
17 consequences on their employment.

18 168. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those
19 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
20 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
21 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
22 employee per pay period for the initial violation and two hundred dollars (\$200) for each
23 aggrieved employee per pay period for each subsequent violation."

24 **RELIEF REQUESTED**

25 WHEREFORE, Plaintiff prays for the following relief:

26 1. On the First Cause of Action: For recovery of all civil penalties for unpaid
27 minimum and regular wages for all hours worked during the applicable statutory period as
28 permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections

1 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties
2 available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
3 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery
4 to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to
5 proof and subject to approval by the Court;

6 2. On the Second Cause of Action: For recovery of all civil penalties for unpaid
7 overtime and premium wages for all hours worked during the applicable statutory period as
8 permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20
9 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and
10 applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, with
11 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an
12 amount according to proof and subject to approval by the Court;

13 3. On the Third Cause of Action: For recovery of all civil penalties for non-compliant
14 meal periods during the applicable statutory period and failure to pay one-hour of premium wages
15 to Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and
16 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory
17 penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections
18 558(a)(1)-(2), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code §
19 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved
20 Employees in an amount according to proof and subject to approval by the Court;

21 4. On the Fourth Cause of Action: For recovery of all civil penalties for non-
22 compliant rest periods during the applicable statutory period and failure to pay one-hour of
23 premium wages to Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 226.7,
24 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, including all civil
25 and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including
26 sections 558(a)(1)-(2), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor
27 Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved
28 Employees in an amount according to proof and subject to approval by the Court;

1 5. On the Fifth Cause of Action: For all civil and statutory penalties authorized for
2 violations of California Labor Code Cal. Code Regs., tit, 8, § 11090(5)(A), and Section 12(A)-(B)
3 of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available
4 and applicable under Labor Code Cal. Code Regs., tit, 8, § 11090(5)(A), including sections
5 558(a)(1)-(2), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code §
6 2699(g)(1).

7 6. On the Sixth Cause of Action: For recovery of all civil penalties for inaccurate
8 wage statements Defendants provided to Plaintiff and the Aggrieved Employees and failure to
9 maintain employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and
10 Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and
11 statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and
12 2699(f)(2), and specifically electing civil penalties under Labor Code § 226.3, which in addition to
13 other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred
14 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
15 (\$1,000) per employee for each violation in a subsequent citation, ..." to be distributed in the
16 manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the
17 recovery to the Aggrieved Employees in an amount according to proof and subject to approval by
18 the Court;

19 7. On the Seventh Cause of Action: For recovery of all civil penalties pursuant to
20 Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for Defendants' unlawful
21 deductions from wages paid to Aggrieved Employees as permitted under California Labor Code
22 §§ 221, 1197, 1197.1, 1198 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s),
23 including for all civil and statutory penalties available and applicable under Labor Code §§ 221,
24 1197, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor
25 Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved
26 Employees in an amount according to proof and subject to approval by the Court.

27 8. On the Eighth Cause of Action: For recovery of all civil penalties pursuant to Labor
28 Code § 2699(f)(2) where a statutory civil penalty is not provided, and where Aggrieved

1 Employees were not paid, all wages due to them, including, but not limited to, overtime wages,
2 minimum wages, and/or meal and rest period premiums, within any time period specified by
3 California Labor Code § 204, including for all civil and statutory penalties available and
4 applicable under Labor Code §§ 204, 2699(f)(2), and 2699.5, to be distributed in the manner
5 provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery
6 to the Aggrieved Employees in an amount according to proof and subject to approval by the
7 Court;

8 9. On the Ninth Cause of Action: For failing to pay all wages due and owing and to
9 timely pay them to Aggrieved Employees upon termination or separation from employment as
10 permitted under Labor Code §§ 201, 201, 203, 204, 1197.5, 1198, 2926, and 2927, including all
11 civil and statutory penalties available and applicable under Labor Code §§ 201, 202, 203, 210,
12 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed
13 in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of
14 the recovery to the Aggrieved Employees in an amount according to proof and subject to approval
15 by the Court;

16 10. On the Tenth Cause of Action: For failing to provide paid sick days and COVID-19
17 supplemental sick leave in violation of Labor Code §§ 246, 248.1 and for the civil and statutory
18 penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2,
19 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code
20 § 2699(g)(1), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of
21 recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount
22 according to proof and subject to approval by the Court; and

23 11. On the Eleventh Cause of Action: For recovery of all civil penalties for
24 Defendants' failure to reimburse all necessary business expenses incurred by Plaintiff and the
25 Aggrieved Employees as permitted by Labor Code §§ 1198 and 2802, and Section 9(B) of the
26 applicable IWC Wage Orders, including all civil and statutory penalties available and applicable
27 under Labor Code §§ 2802 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor
28 Code § 2699(g)(1) to be distributed in the manner provided by Labor Code § 2699(i), with 75% of

1 recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount
2 according to proof and subject to approval by the Court;

3 12. For reasonable attorneys' fees and costs of suit to the extent permitted under the
4 PAGA and applicable Labor Code sections, including Labor Code § 2699(g)(1), in an amount
5 according to proof and subject to Court approval;

6 13. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of
7 California on readily calculable monies due to the extent provided by California law and
8 authorized under the PAGA, in an amount according to proof;

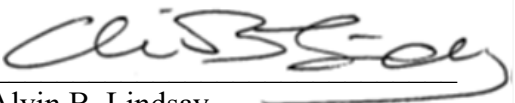
9 14. For the Court to otherwise determine the appropriate remedy to compensate
10 Plaintiff and each Aggrieved Employee as required to promote fairness and justice; and

11 15. For such other and further relief as this Court may deem necessary, proper and just.
12

13 DATED: August 29, 2024

D.LAW, INC.

14
15 By



Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Ghassan Abdulhadi
and the aggrieved employees

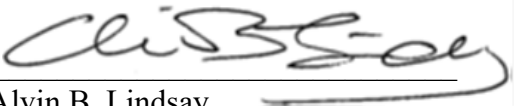
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: August 29, 2024

D.LAW, INC.

By



Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Ghassan Abdulhadi
and the aggrieved employees

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE Branch Name: Historic Court House Mailing Address: 4050 Main Street City, State and Zip Code: Riverside CA 92501	
SHORT TITLE: ABDULHADI vs YORK ENTERPRISES LLC NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: CVRI2404858

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of RIVERSIDE. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 10502350_2024_08_29_16_37_21_975_8
 Submission Number: 24RSCR00861599
 Court Received Date: 08/29/2024
 Court Received Time: 4:43 pm
 Case Number: CVRI2404858
 Case Title: ABDULHADI vs YORK ENTERPRISES LLC
 Location: Historic Court House
 Case Type: Civil
 Case Category: Unlimited Civil Other Employment
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 09/03/2024
 Notice Generated Time: 12:30 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint for Other Employment (Over \$35,000)	Accepted
Summons Issued and Filed	Accepted
Civil Case Cover Sheet (Complex) (CM-010)	Accepted
Certificate of Counsel.	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect

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Phone: (800) 909-6859