

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff, KYLE BELIN and
on behalf of all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENARDINO**

KYLE BELIN, an individual and on behalf
of all others similarly situated and aggrieved,

Plaintiff,

v.

HSNI, LLC, a Delaware Limited Liability
Company doing business as HOME
SHOPPING NETWORK; DANIEL
HODGE, an individual and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: CIVSB2424446

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
and
10. UNFAIR COMPETITION.
11. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS' GENERAL ACT
OF 2004 FOR VIOLATIONS OF LABOR
CODE SECTIONS 210, 226.3, 558, 1174.5,
1197.1 AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff KYLE BELIN, on behalf of Plaintiff and all others similarly situated and aggrieved,
2 alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against HSNi,
6 LLC doing business as Home Shopping Network, and any of its respective subsidiaries or affiliated
7 companies within the State of California (“HSNi”); and DOES 1 through 100, as further defined
8 below, (“Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys’
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, as
12 a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
13 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
14 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for
15 failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure
16 to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a,
17 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432,
18 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1199, 1527, 22100, 2101, 2102, 2103,
19 2104, 2105, 3366, 3457 and 8397.4. Plaintiff seeks to represent all employees of Defendants working
20 within three years preceding the date of this letter and continuing past the date of this Letter into
21 perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent
22 only non-exempt employees of Defendants working within the Civil Penalty Period. Collectively,
23 those employees shall be known as “Aggrieved Employees” herein.

24 **PARTIES**

25 **A. Plaintiff**

26 3. Plaintiff KYLE BELIN is a resident of the State of California. At all relevant times
27 herein, Plaintiff is informed and believes, and based thereon alleges, that HSNi employed Plaintiff as
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1 a non-exempt employee, with duties that included, but were not limited to, unloading goods from
2 trucks, and adding and checking in merchandise. Plaintiff is informed and believes, and based thereon
3 alleges, that Plaintiff worked for HSNi from approximately November of 2023 through
4 approximately May of 2024.

5 **B. Defendant**

6 4. Plaintiff is informed and believes and based thereon alleges that defendant HSNi is,
7 and at all times relevant hereto was, a limited liability company organized and existing under and by
8 virtue of the laws of the State of Delaware and doing business in the County of San Bernardino, State
9 of California. At all relevant times herein, HSNi employed Plaintiff and similarly situated employees
10 within the State of California.

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

24 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

18 10. Plaintiff is informed and believes, and based thereon alleges that despite the formation
19 of the purported corporate existence of HSNi, and DOES 1 through 50, inclusive (the “Alter Ego
20 Defendants”), they, and each of them, are one and the same with individual HODGE and DOES 51
21 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
22 reasons:

- 23 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
24 Defendants who personally committed the wrongful and illegal acts and violated the
25 laws as set forth in this Complaint, and who has hidden and currently hide behind the
26 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
27 other wrongful or inequitable purpose;
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- 1 B. The Individual Defendants derive actual and significant monetary benefits by and
2 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
3 Defendants as the funding source for the Individual Defendants' own personal
4 expenditures;
- 5 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
6 and the Alter Ego Defendants, while really one and the same, were segregated to
7 appear as though separate and distinct for purposes of perpetrating a fraud,
8 circumventing a statute, or accomplishing some other wrongful or inequitable
9 purpose;
- 10 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
11 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
12 mentioned herein were, so mixed and intermingled that the same cannot reasonably
13 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
14 are, and at all relevant times mentioned herein were, used by the Individual
15 Defendants as mere shells and conduits for the conduct of certain of their, and each of
16 their affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein
17 were, the alter egos of the Individual Defendants;
- 18 E. The recognition of the separate existence of the Individual Defendants and the Alter
19 Ego Defendants would promote injustice insofar that it would permit defendants to
20 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
21 Code, and other statutory violations. The corporate existence of these defendants
22 should thus be disregarded in equity and for the ends of justice because such disregard
23 is necessary to avoid fraud and injustice to Plaintiff herein;
- 24 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
25 Defendants (and vice versa), and the fiction of their separate corporate existence must
26 be disregarded;

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

2 12. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
3 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
4 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
5 violations described herein, or some of them.

6 **JURISDICTION**

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

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

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

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

2 17. During the Civil Penalty Period, Defendants violated, inter alia, Labor Code sections
3 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
4 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
5 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5,
6 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301,
7 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5, 2673, 2800,
8 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of Regulations, Title
9 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code sections 16600,
10 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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

15 19. On or around July 29, 2024, Plaintiff provided written notice pursuant to Labor Code
16 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
17 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
18 by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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1 22. In the event that Defendants, or either of them, is/are determined to have, prior to this
2 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
3 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
4 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
5 2699(g)(1)-(3).

6 23. In the event that Defendants, or either of them is/are deemed to have adequately taken
7 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
8 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
9 Code section 2699(h)(1)-(3).

10 24. Plaintiff is further informed and believes that within five (5) years of any of violations
11 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
12 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus
13 Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were found to have
15 unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject
16 to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and
17 2699(h)(3), and is/are not eligible for reduced penalties under either Labor Code sections 2699(g) or
18 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the
19 Defendants' conduct giving rise to the violations detailed herein was and is malicious, fraudulent,
20 and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section
21 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are not eligible for
22 reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after
23 the Employer's receipt of this notice.

24 25. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
26 calendar days of the July 29, 2024 postmarked date of the herein-described notice sent by Plaintiff to
27 the LWDA and Defendants.

26. On or around August 12, 2024, Plaintiff filed a class action complaint against Defendant alleging number of putative wage and hour claims including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) unfair competition (the “Class Action Complaint”).

27. The Parties have agreed to stipulate to Plaintiff's filing a First Amended Complaint alleging against Defendants the same causes of action identified above, plus a cause of action for PAGA penalties. Hence, this First Amended Complaint, which will be the operative complaint in the Action (the "Operative Complaint").

FACTUAL BACKGROUND

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

29. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

30. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,

1 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
2 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
3 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
4 for such unprovided meal periods as required by California wage and hour laws.

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

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

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

22 34. For at least one (1) year prior to the filing of this action and continuing to the present,
23 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
24 amount of their wages for labor performed in a timely fashion as required under Labor Code section
25 204.

26 35. For at least three (3) years prior to the filing of this action and continuing to the
27 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs
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1 incurred in purchasing tools necessary to perform work duties.

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

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

10 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
11 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
12 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
13 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
14 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
15 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
16 clock, including, without limitation, by requiring employees: to come early to work and leave late
17 work without being able to clock in for all that time, to suffer under Employer's control due to long
18 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
19 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
20 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
21 phone calls or drive off the clock, and/or go through security screenings and/or temperature checks
22 off the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
23 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
24 the regular rate of pay for the pay periods where overtime was worked and the additional
25 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental
26 rounding of employee time entries, editing and/or manipulation of time entries to show less hours
27 than actually worked, for paying straight pay instead of overtime pay, for failure to pay overtime as
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1 required by Labor Code section 226.2, and by attempting but failing to properly implement an
2 alternative workweek schedule (“AWS”) (including, without limitation, by failing to implement
3 a written agreement designating the regularly scheduled alternative workweek in which the specified
4 number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret
5 ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected
6 employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS
7 election; and/or failing to register an AWS election with the State of California, as required by Labor
8 Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved
9 Employees. Consequently, Employee is informed and believes, and based thereon alleges, that
10 Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it
11 pertains to employees governed by a collective bargaining agreement [“CBA”]), 1811, 1815 and
12 applicable Wage Orders based on its practice of providing total compensation that is less than the
13 required legal overtime compensation for the overtime worked, entitling Employee and other
14 aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime
15 wages each day worked by each Aggrieved Employee during the Civil Penalty Period. Employee
16 further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise
17 to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil
18 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and
19 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable
20 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

24 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
25 have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
26 minimum wages for all hours worked or otherwise under Employer's control every day as a result
27 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
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1 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
2 requiring employees: to come early to work and leave late work without being able to clock in for all
3 that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift
4 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
5 continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off
6 the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal
7 belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and
8 respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries;
9 editing and/or manipulation of time entries to show less hours than actually worked; and failing to
10 pay split shift premiums. In addition, Plaintiff and other Aggrieved Employees were required to
11 report to work, and did report, but were not put to work and/or were furnished less than half their
12 usual or scheduled day's work without being paid for half the usual or scheduled work at their regular
13 rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and,
14 thus Plaintiff would be liable for civil penalties pursuant to these sections and Labor Code section
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
16 believes, and based thereon alleges, that Plaintiff's conduct above gave rise to such violations was
17 malicious, fraudulent, or oppressive. Plaintiff would further be liable for civil penalties pursuant to
18 Labor Code section 2699(f)(2)(B)(ii).

19 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
21 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
22 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
23 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
24 periods; not providing timely meal periods; failing to provide first and second meal periods;
25 providing short meal periods, including without, limitation meal periods that were recorded for less
26 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
27 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
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1 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
2 during the meal period, having to undergo security or bag checks during the meal period, and /or
3 having to retrieve and store personal belongings during the meal period; requiring that employees
4 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
5 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that
6 could not be auto-deducted by law or during which employees worked. Plaintiff and other Aggrieved
7 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
8 and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to employees
9 governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the Civil
10 Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their
11 regular rate of pay for each day worked during the Civil Penalty Period under Labor Code section
12 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
13 section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the
14 proper regular rate of pay. Plaintiff would thus be liable for civil penalties pursuant to Labor Code
15 sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA),
16 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for
17 failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
18 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
19 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
20 Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain
22 policies or practices of compelling Plaintiff and other Aggrieved Employees every day to, including,
23 without limitation, work over four-hour periods (or major fractions thereof) without authorizing and
24 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
25 minute rest periods in which the employees are completely relieved of all of their duties, including,
26 without limitation: by failing to provide rest periods all together; failing to provide rest periods that
27 were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest
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1 periods that may have encompassed a total of ten minutes but were in practice less than ten
2 uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable
3 break area, time spent having to don and doff safety gear during the rest period, having to retrieve
4 and store personal belongings during the rest period, and/or having to undergo security or bag checks
5 during the rest period, requiring that they be bundled together and/or with meal periods; interrupting
6 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not
7 providing rest periods in a timely fashion; and not permitting employees to leave the premises; and
8 otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees
9 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
10 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
11 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of
12 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
13 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
14 Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or
15 at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants
16 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay
17 these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing
18 to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
19 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
20 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
21 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
22 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

7 44. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
8 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
9 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
10 or hold employment under Labor Code section 432, personnel records under Labor Code section
11 1198.5, time records under Labor Code section 1174, the names and addresses of all employees
12 employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records
13 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned
14 by, and applicable piece rate paid to, employees employed at the respective place of employment
15 under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the
16 contractor under Labor Code section 1695.55, as well as the information required to be kept under
17 Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other
18 aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also
19 failed to provide these documents to Employee and other Aggrieved Employees upon request in
20 violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision
21 (b)(1). Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn
22 would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code
23 sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
24 sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further informed and believes, and based
25 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
26 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
27 Code section 2699(f)(2)(B)(ii).

1 45. As a result of, among other things, Defendants' herein-described policy or practice of
2 failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
3 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
4 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff is
5 informed and believes, and based thereon alleges, that Defendants also intentionally failed and
6 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
7 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
8 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
9 name of the employee and only the last four digits of their social security number or an employee
10 identification number other than a social security number; all deductions; all applicable hourly rates
11 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
12 the employee; the legal name and address Defendants (and, in the case of a farm labor contractor, the
13 name and address of the legal entity that secured the services of the employer); and other such
14 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
15 226.2 to the extent it does not include for piece-rate work the information required therein including,
16 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
17 productive time and rest and recovery periods. Specifically, Defendants intentionally failed to
18 furnish employees with itemized wage statements that accurately reflect the hours worked by Plaintiff
19 and other Aggrieved Employees and the rates of pay at which they were or should have been paid
20 (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross
21 and net wages earned and paid at each rate, as well. Consequently, Employee is informed and
22 believes, and based thereon alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5
23 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee
24 and each Aggrieved Employee personally suffered these violations and was owed penalties under
25 Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. Plaintiff
26 is informed and believes that those penalties under Labor Code section 226 were not paid for these
27 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
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1 to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further informed and
2 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
3 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
4 Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and
5 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
8 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
9 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
10 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
11 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
12 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
13 and based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203,
14 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during
15 the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these
16 violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a,
17 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However,
18 Plaintiff is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or
19 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5,
20 204b, 204.1, 204.2, 205 and/or 205.5. Plaintiff is further informed and believes, and based thereon
21 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
22 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
23 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

6 49. Plaintiff is further informed and believes, and based thereon alleges that Defendants
7 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
8 Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to
9 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
10 applicable to their employment, allowances claimed as part of the minimum wage, the regular payday
11 designated by Defendants, the name of the employer, including any "doing business as" names used,
12 the name, address and telephone number of the workers' compensation insurance carrier, information
13 regarding paid sick leave, and other pertinent information required to be disclosed by Employer under
14 Labor Code section 2810.5. Plaintiff is informed and believes that failure to provide such
15 information, including rates of pay that are in effect, has permitted Defendants to pay employees at
16 rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in
17 California. Plaintiff is additionally informed and believes that the notice requirement of Labor Code
18 section 2810.5 involves a mandatory payroll or workplace injury reporting. Plaintiff is informed and
19 believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other
20 Aggrieved Employees personally suffered these violations. Plaintiff further informed and believes,
21 and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
22 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in connection
23 with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or
24 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
25 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

18 51. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
19 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
20 together with all interest owed at the separation of employment in violation of Labor Code sections
21 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations, and
22 that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the deposit
23 and accrued interest. Plaintiff further informed and believes, and based thereon alleges, that
24 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
25 Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699,
26 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
27 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

22 53. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
24 off and vacation time owed upon separation of employment as wages at their final rate of pay in
25 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
26 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
27 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other
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1 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
2 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
3 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
4 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
5 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
6 to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

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

13 58. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
15 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
16 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
17 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
18 from disclosing who else works with Defendants and under what circumstances that they might be
19 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
20 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
21 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision
22 (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
23 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
24 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
25 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief
26 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
27 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

16 60. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
18 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
19 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
20 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other Aggrieved
21 Employees personally suffered these violations. Plaintiff is informed and believes that this lawful
22 conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's
23 constitutional rights of freedom of speech and economic liberty and would thus expose Defendant to
24 liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under
25 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
26 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
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1 2699(f)(2)(B)(ii).

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

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

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

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

8 65. Plaintiff is informed and believes, and based thereon alleges that Defendants and
9 others in connection with the Defendants (including, without limitation, the owner of the property,
10 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
11 minors under the age of sixteen (16) years in connection with a manufacturing establishment or other
12 place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop
13 or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or
14 assisting in operating machines, including circular or band saws, wood shapers, wood-jointers,
15 planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker
16 machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-
17 burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines
18 used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories,
19 metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box
20 factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing
21 machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery,
22 calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of
23 proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared
24 hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290,
25 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon
26 alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112
27 and Educational Code 49116. Plaintiff is informed and believes, and based thereon alleges, that
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1 Defendants had and has a policy or practice of requiring Aggrieved Employees, who are fifteen (15)
2 years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours,
3 and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Plaintiff is
4 further informed and believes, and based thereon alleges, that Defendants had and have a policy or
5 practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to
6 work, while school is in session, for more than three hours in any schoolday and/or more than
7 eighteen (18) hours in any week. Plaintiff is further informed and believes, and based thereon alleges,
8 that Defendants had and has a policy or practice of, among other things, requiring its employees, who
9 are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or
10 more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a
11 schoolday, and/or to work more than four (4) hours on a schoolday. Accordingly, for violations of
12 Labor Code section 1391, et seq., As such, Plaintiff is informed and believes, and based thereon
13 alleges, that Defendants violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1
14 and 1301, 1391 and 1198. Employee also alleges that Aggrieved Employees personally suffered
15 these violations, and that Aggrieved Employees are entitled to damages. Plaintiff further informed
16 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
17 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant
18 to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive
19 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 66. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
22 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
23 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
24 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
25 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
26 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper
27 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

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

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

CLASS ACTION ALLEGATIONS

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

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

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

A. Numerosity

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

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

5 **B. Commonality**

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

- 8 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
9 worked at a proper overtime rate of pay?
- 10 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
11 all other time worked at the employee's regular rate of pay and a rate of pay that is
12 greater than the applicable minimum wage?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
14 Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
18 Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
26 Class Members with accurate wage statements?
- 27 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
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Code section 204?

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

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

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

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

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

P. Are Class Members entitled to interest?

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

77. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are

1 entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
2 violation of the Labor Code at times, as set out herein.

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

7 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

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

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

91. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to

1 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
2 damages, reasonable attorneys' fees and costs of suit.

3 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

9 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

16 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

7 112. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
8 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
9 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
10 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
11 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
12 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
13 resignation.

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

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

20 115. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
21 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
22 waiting time penalties, interest, and their costs of suit, as well.

23 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

6 **SEVENTH CAUSE OF ACTION**

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

8 124. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
9 incorporate each by reference as though fully set forth hereat.

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

12 126. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
13 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
14 during which the labor was performed, and labor performed between the 16th and the last day,
15 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
16 month.”

17 127. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
18 independent and apart from, any other penalty provided in this article, every person who fails to pay
19 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
20 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
21 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
22 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
23 percent of the amount unlawfully withheld.”

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

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

134. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing tools necessary to perform work duties.

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

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

1 described losses and/or expenditures.

2 137. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
3 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
4 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
5 costs of suit.

6 **NINTH CAUSE OF ACTION**

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

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

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

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

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

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

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

3 **TENTH CAUSE OF ACTION**

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

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

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

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

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

1 148. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
2 section 1032 and interest under Civil Code section 3287.

3 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

13 151. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
14 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
15 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
16 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
17 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
18 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
19 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

2 Civil Penalties Under Labor Code § 226.3

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

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

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

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

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

2 Violation of Labor Code § 558

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

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

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

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

14 159. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
16 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
17 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
18 regular payday designated by employer, the name of the employer, including any “doing business
19 as” names used, the name, address, and telephone number of the workers’ compensation insurance
20 carrier, information regarding paid sick leave, and other pertinent information.

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

26 Violation of Labor Code § 1174.5

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

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

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

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

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

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1 166. As a direct and proximate result of the herein-described Labor Code violations,
2 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
3 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
4 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

5 Violation of Labor Code § 1197.1

6 167. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
7 person acting either individually or as an officer, agent, or employee of another person, who pays or
8 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
9 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
10 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
11 Section 203 as follows:

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

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

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

23 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
24 203, recovered pursuant to this section shall be paid to the affected employee."

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

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

12 Civil Penalties Under Labor Code § 2699

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

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

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

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

1 **DEMAND FOR JURY TRIAL**

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

3 **PRAYER**

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

- 6 A. An order certifying this case as a Class Action;
- 7 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
8 counsel as class counsel;
- 9 C. Damages for all wages earned and owed, including minimum and overtime wages
10 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
11 1194, 1197 and 1199 and 227.3;
- 12 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 13 E. Damages for unpaid premium wages from missed meal and rest periods under,
14 among other Labor Code sections, 512, 558.1 and 226.7;
- 15 F. Penalties for inaccurate wage statements under Labor Code sections 226,
16 subdivision (e) and 558.1;
- 17 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 18 H. Penalties to timely pay wages under Labor Code section 210;
- 19 I. Damages under Labor Code sections 2802 and 558.1;
- 20 J. Preliminary and permanent injunctions prohibiting Defendants from further
21 violating the California Labor Code and requiring the establishment of appropriate
22 and effective means to prevent future violations;
- 23 K. Restitution of wages and benefits due which were acquired by means of any unfair
24 business practice, according to proof;
- 25 L. For attorneys' fees in prosecuting this action;
- 26 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
27 1197.1, and 2699;
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- 1 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226.3, 558, 1174.5, 1197.1, and 2699;
3 O. For equitable, including, without limitation, injunctive relief;
4 P. Pre-judgment and post-judgment interest;
5 Q. For costs of suit incurred herein; and
6 R. For such other and further relief as the Court deems just and proper.

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Dated: July 23, 2025

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

BY: _____
Vedang J. Patel
Attorneys for Plaintiff, KYLE BELIN and
on behalf of all others similarly situated and
aggrieved

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

Seyfarth Shaw LLP

601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Telephone: (213) 270-9600
Facsimile: (213) 270-9601

Seyfarth Shaw LLP

Bailey K. Bifoss (SBN 278392)
bbifoss@seyfarth.com

Richard Mojica (SBN 327078)
rmojica@seyfarth.com

560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

Attorneys for Defendants, HSNi, LLC and DANIELLE HODGE

Executed on May , 2025, at Los Angeles, California.

Jennifer Echeverria