

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Sarah H. Cohen (SBN 330700)

sarah@tomorrowlaw.com

Lizette Rodriguez (SBN 335182)

lizette@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiffs, BRIANNA TAYLOR and LUIS GARCIA,

as aggrieved employees, and on behalf of all other

aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRIANNA TAYLOR and LUIS GARCIA, as
aggrieved employees, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

SODEXOMAGIC, LLC, a Delaware Limited
Liability Company; SDH SERVICES WEST,
LLC, a Delaware Limited Liability Company;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **24STCV34737**

REPRESENTATIVE ACTION

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

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

Plaintiffs BRIANNA TAYLOR and LUIS GARCIA, as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against SODEXOMAGIC, LLC, a Delaware limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“SODEXOMAGIC”), and SDH SERVICES WEST, LLC, a Delaware limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California (“SDH SERVICES”) as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Plaintiffs seek to represent all employees of SODEXOMAGIC, SDH SERVICES, and each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants”) working within three years preceding the date of this letter and continuing past the date of this Letter into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiffs seek to represent only non-exempt employees of Defendants working within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees” herein.

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

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship

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

7 4. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
8 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
9 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek
10 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
11 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
12 for Plaintiffs and all other current and former Aggrieved Employees of Defendants during the Civil
13 Penalty Period.

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

18 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
19 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,
20 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
21 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102,
22 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
23 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815,
24 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 3366, 3457, 49112, 49116, and 8397.4, among
25 others, California Code of Regulations, Title 8, Section 3395, Business and Professions Code
26 sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage
27 Orders.

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1 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
2 such as Plaintiffs, on behalf of Plaintiffs and all other current and former Aggrieved Employees
3 within the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the
4 procedures specified in Labor Code section 2699.3.

5 8. On or around August 20, 2024, Plaintiffs provided written notice pursuant to Labor
6 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
7 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
8 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

27 13. Plaintiffs are further informed and believe that within five (5) years of any of
28 violations described above, the LWDA or a court has issued a finding or determination to the

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

13 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the August 20, 2024 postmarked date of the herein-described notice sent by
16 Plaintiffs to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 15. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
19 each of them, had and have a policy or practice of requiring Plaintiffs and other Aggrieved
20 Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7)
21 straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying
22 them proper overtime wages every day, as a result of, without limitation, failing to accurately track
23 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
24 off the clock, including, without limitation, by requiring employees: to come early to work and leave
25 late work without being able to clock in for all that time, to suffer under Employer's control due to
26 long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after
27 clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to
28 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the

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

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

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

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

25 18. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
26 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
27 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
28 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or

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

27 19. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day

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

1 20. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 maintain policies or practices of failing to permit Employee and other Aggrieved Employees from
3 taking cooldown periods every day as required under California Code of Regulations, Title 8,
4 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
5 in lieu thereof under Labor Code section 226.7. Plaintiffs and other Aggrieved Employees
6 personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based
7 thereon allege, that Defendants violated California Code of Regulations, Title 8, Section 3395 each
8 day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
9 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
10 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
11 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
12 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
13 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
14 226.2(a)(3)(A)(ii). However, Plaintiffs are informed and believe that those premium payments
15 under Labor Code section 226.7, and rest and recovery periods under Labor Code section
16 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery
17 periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7
18 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
19 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 226.2,
20 558, 1198 and 2699 for both failing to authorize the taking of compliant rest and recovery periods
21 and/or cooldown and for failing to provide adequate pay under Labor Code sections 226.2 and/or
22 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
23 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations was
24 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
25 to Labor Code section 2699(f)(2)(B)(ii).

26 21. As a result of, among other things, Defendants' herein-described policy or practice
27 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
28 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or

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

1 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
2 Labor Code section 2699(f)(2)(B)(ii).

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

22 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 required or require the execution of a release of claim or right on account of wages due, or to become
24 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
25 being paid, to execute a statement of the hours worked during a pay period in which Defendants
26 knew to be false. As such, Plaintiffs are informed and believe, and based thereon allege that
27 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiffs and other Aggrieved
28 Employees have personally suffered these violations. Plaintiffs are further informed and believe,

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

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

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

21 26. Plaintiffs are informed and believe, and based thereon allege that Defendants also
22 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
23 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
24 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
25 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
26 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
27 medical, physical or drivers’ exams taken as a condition of employment, or for compelling or
28 coercing Plaintiffs and Aggrieved Employees, including applicants, to patronize in the purchase of

1 a value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
2 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
3 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and
4 common law offenses. As a result, Plaintiffs and other Aggrieved Employees have personally
5 suffered these violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved
6 Employees for these costs incurred in furtherance of work duties. Plaintiff further informed and
7 believes, and based thereon allege, that Defendants' conduct above gave rise to such violations was
8 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties
9 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
10 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
11 2699(f)(2)(B)(ii).

12 27. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
13 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
14 together with all interest owed at the separation of employment in violation of Labor Code sections
15 404 and 1198, that Plaintiffs and other Aggrieved Employees personally suffered these violations,
16 and that Plaintiffs and other Aggrieved Employees are entitled to damages in the amount of the
17 deposit and accrued interest. Plaintiff further informed and believes, and based thereon allege, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Defendants would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699,
20 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
21 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 28. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
23 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
24 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
25 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
26 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
27 the sick pay was not provided at the proper regular of pay as required under California law due to
28 failure to properly calculate the regular rate. Plaintiffs are further informed and believe that

1 Defendants also did not permit its use upon request by Plaintiffs and other Aggrieved Employees as
2 contemplated under California and local laws, including, without limitation, under Labor Code
3 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
4 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
5 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
6 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
7 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
8 As such, Plaintiffs and other Aggrieved Employees have personally suffered violations under these
9 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
10 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
11 restitutionary relief, and reasonable attorneys' fees and costs. Defendants are further informed and
12 believes, and based thereon allege, that Defendants' conduct above gave rise to such violations was
13 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
14 to Labor Code section 2699(f)(2)(B)(ii).

15 29. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
16 have a policy or practice of failing to pay Plaintiffs and other Aggrieved Employees their paid time
17 off and vacation time owed upon separation of employment as wages at their final rate of pay in
18 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
19 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
20 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiffs and other
21 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
22 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
23 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
24 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations was
25 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
26 to Labor Code section 2699(f)(2)(B)(ii).

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

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

26 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
27 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
28 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff

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

18 33. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
19 have a policy or practice of failing to provide all working employees, including without limitation
20 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
21 Plaintiffs are further informed and believe, and based thereon allege that Defendants have failed to
22 place an adequate number of seats in reasonable proximity to the work area and/or permitted
23 Plaintiffs and other Aggrieved Employees to use such seats when it does not interfere with the
24 performance of their duties when employees are not engaged in the active duties of their
25 employment and the nature of their work requires standing. Plaintiffs and other Aggrieved
26 Employees have personally suffered these violations. Plaintiffs are informed and believe that this
27 has resulted in a violation of Labor Code section 1198. As a result, Plaintiffs and other Aggrieved
28 Employees have personally suffered violations thereto and Defendants would be liable for civil

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

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

20 35. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
21 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from disclosing
22 violations of state and federal law, either within Defendants to their managers or outside of
23 Defendants to private attorneys or government officials, among others, in violation of Business and
24 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiffs and
25 other Aggrieved Employees personally suffered these violations. In addition, Plaintiffs are informed
26 and believe that these policies and/or practices prevent Plaintiffs and other Aggrieved Employees
27 from disclosing information about unsafe or discriminatory working conditions, or about wage and
28 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiffs and other

1 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
2 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
3 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
4 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
5 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
6 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 36. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
8 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from engaging in
9 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
10 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
11 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiffs and other
12 Aggrieved Employees personally suffered these violations. Plaintiffs are informed and believe that
13 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
14 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
15 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
16 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
17 based thereon allege, that Defendants' conduct above gave rise to such violations was malicious,
18 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
19 Code section 2699(f)(2)(B)(ii).

20 37. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
21 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
22 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
23 becoming a candidate for public office. Moreover, Plaintiffs are informed and believe, and based
24 thereon allege that Defendants coerced, influenced and/or attempted to coerce and/or influence
25 Plaintiffs and other Aggrieved Employees, through or by means of threat of discharge and/or loss
26 of employment, to adopt or follow or refrain from adopting or following a particular course or line
27 of political action and/or political activity. Plaintiffs are informed and believe, and based thereon
28 allege that in doing so, Defendants have violated, without limitation, Labor Code sections 1101,

1 1102, 1102.5 and 1198. Plaintiffs and other Aggrieved Employees personally suffered these
2 violations and are thus informed and believe that Employer is exposed to liability for civil penalties
3 pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
4 2699(k). Plaintiff further informed and believes, and based thereon allege, that Defendants' conduct
5 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
6 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 Defendants would further be liable for civil penalties pursuant to Labor Code section
2 2699(f)(2)(B)(ii).

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

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

24 41. Plaintiffs are informed and believe, and based thereon allege that Defendants and
25 others in connection with the Defendants (including, without limitation, the owner of the property,
26 controller, and others in concert with the Defendants) employed, permitted and/or suffered to work
27 minors under the age of sixteen (16) years in connection with a manufacturing establishment or
28 other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a

1 workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in
2 operating or assisting in operating machines, including circular or band saws, wood shapers, wood-
3 jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring
4 machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding
5 machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses,
6 stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer
7 and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines
8 in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron
9 straightening or drawing machinery, rolling mill machinery, power punches or shears, washing,
10 grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and
11 others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in
12 occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor
13 Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes,
14 and based thereon allege that Aggrieved Employees are covered by Labor Code section 1391,
15 Educational Code 49112 and Educational Code 49116. Plaintiffs are informed and believe, and
16 based thereon allege, that Defendants had and has a policy or practice of requiring Aggrieved
17 Employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one
18 day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00
19 a.m. or after 7:00 p.m. Plaintiffs are further informed and believe, and based thereon allege, that
20 Defendants had and have a policy or practice of, among other things, requiring its employees, who
21 are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in
22 any schoolday and/or more than eighteen (18) hours in any week. Plaintiffs are further informed
23 and believe, and based thereon allege, that Defendants had and has a policy or practice of, among
24 other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for
25 more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m.,
26 and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on
27 a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiffs are
28 informed and believe, and based thereon allege, that Defendants violated, without limitation, Labor

1 Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that
2 Aggrieved Employees personally suffered these violations, and that Aggrieved Employees are
3 entitled to damages. Plaintiff further informed and believes, and based thereon allege, that
4 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
5 Defendants would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292,
6 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
7 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

13 **PARTIES**

14 **A. Plaintiff**

15 43. Plaintiff, BRIANNA TAYLOR is a resident of the State of California. At all relevant
16 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 employed Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff
18 worked for Defendants from approximately May of 2024 through at least July of 2024.

19 44. Plaintiff, LUIS GARCIA is a resident of the State of California. At all relevant times
20 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
21 Plaintiff as a non-exempt employee. Plaintiff is informed and believes that Plaintiff worked for
22 Defendants from approximately May of 2024 through at least July of 2024.

23 **B. Defendants**

24 45. Plaintiffs are informed and believe and based thereon allege that defendant
25 SODEXOMAGIC is, and at all times relevant hereto was, a limited liability company organized and
26 existing under and by virtue of the laws of the State of Delaware and doing business in the County
27 of Los Angeles, State of California.

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1 46. Plaintiffs are informed and believe and based thereon allege that defendant SDH
2 SERVICE is, and at all times relevant hereto was, a limited liability company organized and existing
3 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
4 Angeles, State of California.

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

18 **JOINT LIABILITY ALLEGATIONS**

19 48. Plaintiffs are informed and believe, and based thereon allege, that at all times
20 mentioned herein, each of the defendants was the agent, principal, employee, employer,
21 representative, joint venture or co-conspirator of each of the other defendants, either actually or
22 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
23 employment, joint venture, and conspiracy.

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

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

5 50. Plaintiffs are informed and believe, and based thereon allege, that despite the
6 formation of the purported corporate existence of SODEXOMAGIC, SDH SERVICES, and DOES
7 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same
8 with DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
9 the following reasons:

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

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

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

22 d. Plaintiffs are informed and believe, and thereon alleges, that the business
23 affairs

24 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
25 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
26 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
27 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
28

1 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
2 herein were, the alter egos of the Individual Defendants;

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

9 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
10 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
11 disregarded.

12 51. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
13 thereon allege that Defendants, and each of them, are joint employers.

14 52. Moreover, Plaintiffs are informed and believe, and based thereon allege, that
15 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
16 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
17 violations described herein, or some of them.

18 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

28 55. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

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

7 56. At all relevant times herein, Defendants have had a consistent policy or practice of
8 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
9 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
10 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
11 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
12 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
13 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
14 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
15 violation in connection with each payment that was made in violation of Labor Code section 204.

16 Civil Penalties Under Labor Code § 226.3

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

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

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

60. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as set forth in the preceding paragraphs.

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

Violation of Labor Code § 558

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

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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

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

Violation of Labor Code § 1174.5

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

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

67. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records

1 shall be kept in accordance with rules established for this purpose by the commission, but in any
2 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
3 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
4 earned.”

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

10 69. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
11 willfully failed to keep adequate or accurate time records including wage statements and similar
12 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
13 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
14 under Labor Code section 1174.

15 70. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
17 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
18 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

19 Violation of Labor Code § 1197.1

20 71. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
21 person acting either individually or as an officer, agent, or employee of another person, who pays
22 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
23 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
24 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
25 Section 203 as follows:

- 26 (1) For any initial violation that is intentionally committed, one hundred dollars
27 (\$100) for each underpaid employee for each pay period for which the
28 employee is underpaid. This amount shall be in addition to an amount

1 sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to Section 203.

3 (2) For each subsequent violation for the same specific offense, two hundred fifty
4 dollars (\$250) for each underpaid employee for each pay period for which the
5 employee is underpaid regardless of whether the initial violation is
6 intentionally committed. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to Section
8 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

12 72. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
13 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
14 without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages
15 for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely
16 failing to accurately track and/or pay for all hours actually worked; detrimental rounding or
17 manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
18 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
19 work off the clock, entitling Plaintiffs and other Aggrieved Employees to actual and liquidated
20 damages.

21 73. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
24 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
25 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
26 subsequent violation.

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Civil Penalties Under Labor Code § 2699

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

75. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

76. As such, Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

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1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: December 27, 2024

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Sarah H. Cohen

15 DAVID D. BIBIYAN

16 SARAH H. COHEN

LIZETTE RODRIGUEZ

17 Attorneys for Plaintiff BRIANNA TAYLOR
18 AND LUIS GARCIA, as aggrieved
19 employees, and on behalf of all other
20 aggrieved employees under the Labor Code
21 Private Attorneys' General Act of 2004,
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