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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION
FEB 14 2025
BY VERONICA GONZALEZ, DEPUTY

Attorneys for Plaintiffs, PHILLIP DANIELS, an individual; MARKUS BEGAY, an individual; KENNETH HOLLEY-GALLEGLY, an individual; MARCUS TAYLOR, an individual; LIVA SIAOSI, an individual; PERRY VAZQUEZ, an individual; WILLIE CALVIN BRYANT, an individual; IMRAN AYUB, an individual; JOLENE SABROWSKY PETERS, an individual; BEATRIZ PALACIOS, an individual; JAMILAH ELIJAH, an individual; BENJAMIN RUIZ, an individual; and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

PHILLIP DANIELS, an individual; MARKUS BEGAY, an individual; KENNETH HOLLEY-GALLEGLY, an individual; MARCUS TAYLOR, an individual; LIVA SIAOSI, an individual; PERRY VAZQUEZ, an individual; WILLIE CALVIN BRYANT, an individual; IMRAN AYUB, an individual; JOLENE SABROWSKY PETERS, an individual; BEATRIZ PALACIOS, an individual; JAMILAH ELIJAH, an individual; BENJAMIN RUIZ, an individual; and on behalf of all others similarly situated,

Plaintiffs,

v.

TA OPERATING LLC, a California limited liability company; TRAVELCENTERS OF AMERICA, INC., successor in interest of TRAVELCENTERS OF AMERICA LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2501378

FIRST AMENDED CLASS 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 SECTION 227.3;
10. UNFAIR COMPETITION;
11. FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE;

12. FAILURE TO PAY SICK PAY WAGES AT THE LEGAL SICK PAY RATE;

13. VIOLATIONS OF LABOR CODE §212;

14. FAILURE TO MAINTAIN AND PROVIDE RECORDS (LABOR CODE §§ 226, 432, 1198.5); and

15. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004).

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds $25,000.00]

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COMES NOW plaintiffs PHILLIP DANIELS ("DANIELS"), an individual; MARKUS BEGAY ("BEGAY"), an individual; KENNETH HOLLEY-GALLEGLY ("HOLLEY-GALLEGLY"), an individual; MARCUS TAYLOR ("TAYLOR"), an individual; LIVA SIAOSI ("SIAOSI"), an individual; PERRY VAZQUEZ ("VAZQUEZ"), an individual; WILLIE CALVIN BRYANT ("BRYANT"), an individual; IMRAN AYUB ("AYUB"), an individual JOLENE SABROWSKY PETERS ("PETERS"), an individual; BEATRIZ PALACIOS ("PALACIOS"), an individual; JAMILAH ELIJAH ("ELIJAH"), an individual; BENJAMIN RUIZ ("RUIZ"), an individual (collectively, "Plaintiffs"); and on behalf of all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against TA OPERATING LLC ("TA Operating"), TRAVELCENTERS OF AMERICA, INC., successor in interest of TRAVELCENTERS OF AMERICA LLC ("TravelCenters"), and any of their respective subsidiaries or affiliated companies within the State of California (and, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

PARTIES

A. Plaintiffs

2. Plaintiff DANIELS is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believes, and based thereon allege that Defendants employed Plaintiff DANIELS as a non-exempt employee, with duties that included, but were not limited to, fixing semi-trucks and performing mechanic work. Plaintiffs are informed and believes, and based thereon allege that Plaintiff DANIELS worked for Defendants from approximately February of 2008 through the present.

3. Plaintiff BEGAY is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believes, and based thereon allege that Defendants employed Plaintiff BEGAY as a non-exempt employee, with duties that included, but were not limited to, fixing semi-trucks, performing mechanic work, and conducting regular maintenance on Defendants' big rig

trucks. Plaintiffs are informed and believes, and based thereon allege that Plaintiff BEGAY worked for Defendants from approximately February of 2015 through May of 2022 in Barstow, California.

4. Plaintiff HOLLEY-GALLEGLY is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff HOLLEY-GALLEGLY as a non-exempt employee, with duties that included, but were not limited to, fixing semi-trucks, performing mechanic work, and conducting regular maintenance on Defendants' big rig trucks. Plaintiffs are informed and believe, and based thereon allege that Plaintiff HOLLEY-GALLEGLY worked for Defendants from approximately October 2018 to September 9, 2021.

5. Plaintiff TAYLOR is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff TAYLOR as a as a non-exempt employee. Plaintiffs are informed and believe, and based thereon allege that Plaintiff TAYLOR worked for Defendants from approximately August 16, 2021 through January 2022.

6. Plaintiff SIAOSI is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff SIAOSI as a non-exempt employee, with duties that included, but were not limited to, fixing semi-trucks, performing mechanic work, and conducting regular maintenance on Defendants' big rig trucks. Plaintiffs are informed and believe, and based thereon allege that Plaintiff SIAOSI worked for Defendants from approximately April of 2017 through the present date.

7. Plaintiff VAZQUEZ is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff VAZQUEZ as a non-exempt employee, with duties that included, but were not limited to, fixing semi-trucks, performing mechanic work, and conducting regular maintenance on Defendants' big rig trucks. Plaintiffs are informed and believe, and based thereon allege that Plaintiff VAZQUEZ worked for Defendants from approximately November of 2015 through November 2024.

8. Plaintiff BRYANT is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed

Plaintiff BRYANT as a non-exempt employee, with duties that included, but were not limited to, fixing semi-trucks, performing mechanic work, and conducting regular maintenance on Defendants' big rig trucks. Plaintiffs are informed and believe, and based thereon allege that Plaintiff BRYANT worked for Defendants from approximately September 1994 to present.

9. Plaintiff AYUB is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff AYUB as a non-exempt employee, with duties that included, but were not limited to, creating the work schedules and customer service. Plaintiffs are informed and believe, and based thereon allege that Plaintiff AYUB worked for Defendants from approximately April 2017 to July 2022 in Lebec, California.

10. Plaintiff PETERS is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff PETERS as a non-exempt employee. Plaintiffs are informed and believe, and based thereon allege that Plaintiff PETERS worked for Defendants from approximately January 2021 to September 2021.

11. Plaintiff PALACIOS is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff PALACIOS as a non-exempt employee. Plaintiffs are informed and believe, and based thereon allege that Plaintiff PALACIOS worked for Defendants from approximately July 2022 to January 2023 in Lebec, California.

12. Plaintiff ELIJAH is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff ELIJAH as a non-exempt employee. Plaintiffs are informed and believe, and based thereon allege that Plaintiff ELIJAH worked for Defendants from approximately December 2019 to August 2022.

13. Plaintiff RUIZ is a resident of the State of California. At all relevant times herein, Plaintiffs are informed and believe, and based thereon allege that Defendants employed Plaintiff RUIZ as a non-exempt employee. Plaintiffs are informed and believe, and based thereon allege that Plaintiff RUIZ worked for Defendants from approximately June 2018 to August.

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B. Defendants

14. Plaintiffs are informed and believes and based thereon alleges that defendant TA Operating is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of San Bernardino, State of California. At all relevant times herein, TA Operating employed Plaintiffs and similarly situated employees within the State of California.

15. Plaintiffs are informed and believe and based thereon alleges that defendant TravelCenters is, and at all times relevant hereto was, a corporation and existing under and by virtue of the laws of the State of Delaware and doing business in the County of San Bernardino, State of California. At all relevant times herein, TravelCenters employed Plaintiffs and similarly situated employees within the State of California.

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

JOINT LIABILITY ALLEGATIONS

17. Plaintiffs are informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or

ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

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

19. As a result of the aforementioned facts, Plaintiffs are informed and believes, and based thereon alleges that Defendants, and each of them, are joint employers.

JURISDICTION

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

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

FACTUAL BACKGROUND

22. 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 Plaintiffs and Class Members,

or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs 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; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to make phone calls off the clock; failing to include all forms of remuneration, including piece rate compensation, non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the workweeks in which overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Plaintiffs and Class Members.

23. 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 Plaintiffs 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 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to make phone calls off the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked; failing to track and pay for all nonproductive time and failing to accurately track and pay for rest and recovery periods that is separate and apart from any piece-rate compensation, to the detriment of Plaintiffs and Class Members.

24. 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 Plaintiffs and Class Members, or some of them,

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

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

26. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, for withholding wages, and premium wages.

27. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; applicable piece rates in effect during the pay period and the corresponding number of pieces earned; the name and address of the legal entity that is the employer; name and address of the entity securing the services of the farm labor contractor who employed Plaintiffs and Class Members; the total hours of compensable rest and recovery periods; the total hours of nonproductive time, and other such information as required by Labor Code sections 226, subdivision (a) and 226.2. As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

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

29. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred in using cellular phones for work-related purposes necessary to perform work duties.

30. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 2810.3, *et seq.*, and California Code of Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other such provisions of California law, and reasonable attorneys' fees and costs.

31. Plaintiffs, on their 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 Plaintiffs and Class Members are entitled, as well as restitution of amounts owed.

CLASS ACTION ALLEGATIONS

32. Plaintiffs brings this action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs 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 their complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

33. Plaintiffs 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.

34. 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.

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A. Numerosity

35. 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, Plaintiffs are informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

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

B. Commonality

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

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

B. Did Defendants violate Labor Code sections 226.2, 510 and 1194 by failing to include piece rate compensation in calculation of the legal piece rate overtime rate?

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

D. Did Defendants violate Labor Code section 226.2 by failing to track and pay for all nonproductive time that is separate and apart from any piece rate compensation?

E. Did Defendants violate Labor Code section 226.2 by failing to track and pay for all rest and recovery time that is separate and apart from any piece rate compensation?

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

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

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

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

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

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

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

M. Did Defendants violate Labor Code sections 226 and 226.2 by failing to furnish employees paid on a piece rate basis with an itemized statement that included the total hours of compensable nonproductive time, the rate of compensation, and the gross wages paid for those periods during the pay period?

N. Did Defendants violate Labor Code sections 226 and 226.2 by failing to furnish employees paid on a piece rate basis with an itemized statement that included the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period?

O. Did Defendants violate Labor Code section 227.3 by failing to pay Class Members all accrued but unused vacation time wages as of the dates of their terminations from employment?

P. Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?

Q. 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?

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

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

T. Are Class Members entitled to costs and attorneys' fees?

U. Are Class Members entitled to interest?

C. Typicality

38. The claims of Plaintiffs 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. Plaintiffs 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

39. Plaintiffs will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

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

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

PAGA REPRESENTATIVE ALLEGATIONS

42. Plaintiffs are "aggrieved employees" under PAGA, as Plaintiffs were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term "civil penalty" is defined under ZB N.A. v. Superior Court (2019) 8 Cal.5th 175, under the Labor Code

Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. ("PAGA") plus reasonable attorneys' fees and costs, for Plaintiffs and all other aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

44. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"), Defendants violated, inter alia, Business Prof. Code. Sections 16600, 16700, 17200; Cal. Code Regs., title 8 section 110404(5)(A); Cal. Government Code Section 12952; Labor Code sections 21, 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, among others. On or around October 27, 2021, HOLLEY-GALLEGLY complied with Labor Code §2699.3(a) and Labor Code §2699.3(c) in that HOLLEY-GALLEGLY gave written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

45. On or around April 13, 2022, TAYLOR complied with Labor Code §2699.3(a) and Labor Code §2699.3(c) in that TAYLOR gave written notice by online filing with the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

46. On or around August 4, 2022, Plaintiffs DANIELS and BEGAY provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

47. On or around August 5, 2022, PETERS gave written notice by online filing pursuant to California Labor Code § 2699.3 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated.

48. On or around August 18, 2022, Plaintiffs SIAOSI, VAZQUEZ, and BRYANT, provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

49. On or around October 25, 2022, AYUB gave written notice by online filing pursuant to California Labor Code § 2699.3 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated.

50. On July 17, 2023, PALACIOS and ELIJAH gave written notice by online filing pursuant to California Labor Code § 2699.3 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated.

51. On or around August 9, 2024, RUIZ gave written notice by online filing pursuant to California Labor Code § 2699.3 to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated.

52. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiffs and other Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including answering calls from dispatch and others), to clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the

clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and engaging, suffering, or permitting employees to go through temperature checks off the clock to the detriment of Plaintiffs and other Aggrieved Employees.

53. At all relevant times mentioned herein, Defendants had and have a practice or policy of failing to compensate Plaintiffs and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants' control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including answering calls from Defendant and others), to clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; failing to pay split shift premiums; and engaging, suffering, or permitting employees to go through temperature checks off the clock to the detriment of Plaintiffs and other Aggrieved Employees.

54. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees a thirty (30) minute uninterrupted, timely, and complete meal period for days on which the employee worked in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation, by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods.

55. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees paid, uninterrupted, timely, and

complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in lieu thereof.

56. By failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and/or otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

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

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

59. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

60. At all relevant times mentioned herein, Defendants had and have a policy or practice

of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime wages, minimum wages, premium wages, as required by Labor Code sections 201, 202, and 203. Within the applicable period, the employment of Plaintiffs and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

61. At all relevant times mentioned herein, Defendants have had a policy or practice of failing and refusing, and continue to fail and refuse, to reimburse employees, including, without limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment (including work boots to handle oil), for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor Code 2802.

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

63. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and

other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation Labor Code section 246, et seq.), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and all other Aggrieved Employees.

64. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

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

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

1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5.

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

68. Plaintiffs, in Plaintiffs' 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 Plaintiffs and other Aggrieved Employees pursuant to PAGA.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

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

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

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

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

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

73. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to make phone calls off the clock; failing to include all forms of remuneration, including piece rate compensation, non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the workweeks in which overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees, to the detriment of Plaintiffs and Class Members.

74. Accordingly, by requiring Plaintiffs 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.

75. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages or double time 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.

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SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

79. 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; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to make phone calls off the clock; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked; failing to track and pay for all nonproductive time and failing to accurately track and pay for rest and recovery periods that is separate and apart from any piece rare compensation, to the detriment of Plaintiffs and Class Members.

80. As a result of Defendants' unlawful conduct, Plaintiffs 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.

81. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

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

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

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

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

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

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

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

89. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid

additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

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

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

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

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

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

95. By their failure, at times, to authorize and permit Plaintiffs and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the

employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

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

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

FIFTH CAUSE OF ACTION

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

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

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

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

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

sections 201 or 202.

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

103. Defendant violated Labor Code §§ 201-203 by paying Plaintiffs and other Class Members their final wages with a pay card, which incurred fees to use, was not fully cashable, a not usable at all financial institution, and thus, did not actually compensate for all wages owed upon separation. Such pay cards were issued to Plaintiffs and Class Members without their authorization or consent and were not negotiable, nor payable in cash, on demand, and without discount at established businesses in the State of California. As a result of such fees, Plaintiffs and Class Members were not paid all of their final wages in violation of Labor Code §§ 201-203.

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

109. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer; and the name and address of the entity securing the services of the farm labor contractor who employed Plaintiffs and Class Members, among other things. Further, Labor Code section 226.2 requires that wage statements also include the total compensation earned for piece rate work performed, total compensation for nonproductive work performed, total compensation for rest and recovery periods, the total hours of nonproductive time worked and the rate of pay therefore, the total hours of rest and recovery periods taken and the rate of pay therefore, the total amount of overtime wages earned, and the proper overtime rate(s) of pay.

110. Plaintiffs are informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiffs and Class Members accurate itemized wage statements pursuant to Labor Code sections 226, subdivision (a) and 226.2, subdivisions (a)(2)(A-B) on each and every wage statement that should have been provided, including by failing to itemize and/or pay all nonproductive time and rest and recovery time for each.

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

Plaintiffs and Class Members; the total hours of compensable rest and recovery periods; the total hours of nonproductive time, and other such information as required by Labor Code sections 226, subdivision (a) and 226.2. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully provided wage statements that Defendants knew were not accurate.

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

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

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

SEVENTH CAUSE OF ACTION

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

115. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

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

117. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days,

inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

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

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

120. Pursuant to Labor Code section 210, Plaintiffs 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.

121. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs 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)

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

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

124. 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 . . ."

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

126. During that time period, Plaintiffs are informed and believes, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs sand Class Members for those losses and/or expenditures.

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

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

NINTH CAUSE OF ACTION

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

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

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

131. Plaintiffs are informed and believes, and based thereon alleges that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and that Plaintiffs and Class Members' employment contracts with Defendants included paid vacations.

132. At all times relevant to this Complaint and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiffs and Class Members with compensation at his final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

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

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

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

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

136. Plaintiffs are informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

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

138. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class

Members are entitled to (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 restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

139. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

ELEVENTH CAUSE OF ACTION

(Failure To Pay Premium Wages At The Legal Pay Rate – Against All Defendants)

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

141. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

142. Section 11(C) of the IWC Wage Orders provides that "Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

143. Section 11(D) of the IWC Wage Order(s) provides that "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

144. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of

each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

145. Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

146. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on behalf of the employee." See, e.g., 29 U.S.C. §207(3). The California Industrial Welfare Commission applies this standard for determining an employee's regular rate of pay for overtime calculation purposes.

147. Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858, states in pertinent part: "Under California law, employers must provide employees with overtime pay when employees work more than a certain amount of time. … To calculate overtime pay, [Labor Code] section 510(a) requires an employer to compensate an employee by a multiple of the employee's 'regular rate of pay.' ... If an employer does not provide an employee with a compliant meal, rest, or recovery period, section 226.7, subdivision (c) (section 226.7(c)) requires the employer to 'pay the employee one additional hour of pay at the employee's regular rate of compensation.' The question here is whether the Legislature intended 'regular rate of compensation' under section 226.7(c) to have the same meaning as 'regular rate of pay' under section 510(a), such that the calculation of premium pay for a noncompliant meal, rest, or recovery period, like the calculation of overtime pay, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. We hold that the terms are synonymous: 'regular rate of compensation' under section 226.7(c), like 'regular rate of pay' under section 510(a), encompasses all nondiscretionary payments, not just hourly wages."

148. As a matter of Defendants' established company policy, Defendants failed to always comply with the meal and/or rest period premium penalty payment requirements established by

Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858, Labor Code §226.7, Labor Code §512, Labor Code §516 and Section 11 and/or 12 of the IWC Wage Order(s).

149. Pursuant to Section 11(D) and/or Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b)/(c), which states "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided," the Class Members were entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that a meal and/or rest period was not provided, in a sum to be proven at trial.

150. However, Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

A. Administered a uniform company policy and practice regarding the payment of wages, including premium pay, to the Class Members;

B. Paid the Class Members and /or rest period premium wages not at the regular rate of pay, but at a base rate of pay or otherwise, and/or not including "all [applicable] remuneration paid to, or on behalf of the employee"; and

C. As such, failed to pay the Class Members all compensation owed, as required by law.

151. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §218 and Labor Code §1194(a), to recovery by the Class Members, in a civil action, for the unpaid balance of the full amount of the meal and/or rest period premiums owing.

152. That calculation of individual damages for the Class Members may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation (see, e.g. Collins v. Rocha (1972) 7 Cal.3d 232; Hypolite v. Carleson (1975) 52 Cal.App.3d 566; Employment Development Dept. v. Superior Court (1981) 30 Cal.3d 256).

153. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

154. Pursuant to Labor Code §218.5 and/or Labor Code §1194, the Class Members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

TWELFTH CAUSE OF ACTION

(Failure To Pay Sick Pay Wages At The Legal Sick Pay Rate – Against All Defendants)

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

156. Labor Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave. An employer must calculate paid sick leave by using one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

157. As a policy and practice, Defendants unlawfully failed to pay sick pay at the regular rate of pay. Plaintiffs and Class Members routinely earned non-discretionary incentive wages, which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for Plaintiffs and Class Members, as opposed to the correct, higher regular rate of pay.

158. Moreover, Labor Code § 204 generally provides that wages are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Consistent with Labor Code § 204, Labor Code § 246 also provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72

hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

159. Based on Defendants' failure to pay all sick pay to the Class Members, and as a matter of policy and practice, Defendants failed to timely pay the Class Members all due wages or timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code. Defendants thus violated Sections 201-203 by not timely paying all due wages and not timely paying all due wages upon the separation of employment.

160. As a pattern and practice, Defendants regularly and willfully failed to pay the Class Members their correct wages and accordingly owe damages, restitution, and applicable penalties, including waiting time penalties.

THIRTEENTH CAUSE OF ACTION

(Violations of Labor Code §212 – Against All Defendants)

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

162. Labor Code §212 states in pertinent part:

> (a) No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned:
>
> > (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment;
> >
> > (2) Any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money.
>
> (b) Where an instrument mentioned in subdivision (a) is protested or dishonored, the

notice or memorandum of protest or dishonor is admissible as proof of presentation, nonpayment and protest and is presumptive evidence of knowledge of insufficiency of funds or credit with the drawee.

163. Labor Code §213(d) states: "Nothing contained in Section 212 shall: "(d) Prohibit an employer from depositing wages due or to become due or an advance on wages to be earned in an account in any bank, savings and loan association, or credit union of the employee's choice with a place of business located in this state, provided that the employee has voluntarily authorized that deposit. If an employer discharges an employee or the employee quits, the employer may pay the wages earned and unpaid at the time the employee is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that the employer complies with the provisions of this article relating to the payment of wages upon termination or quitting of employment."

164. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor Code §212, in that it paid Plaintiffs and the members of the Class Members, including but not limited to accrued vacation benefits, via a paycard.

165. However, in violation of Labor Code §213(d), the Class Members did not voluntarily authorize Defendants to make these deposits via a paycard.

166. Defendants' violation of Labor Code §212 was willful, thus entitling the Class Members to damages, according to proof.

FOURTEENTH CAUSE OF ACTION

(Failure To Provide Records Labor Code §1198.5 – Against All Defendants)

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

168. Plaintiffs are informed and believe, and thereon allege, that Defendants, and each of them, have intentionally and knowingly failed to comply with California Labor Code §§ 1198.5.

169. Defendants intentionally and knowingly failed to provide Plaintiffs with copies of their payroll records and/or with copies of their personnel files despite Plaintiffs' requests.

170. Plaintiffs are entitled to damages pursuant to Labor Code §§226(f) and 1198.5(k) in the amount of $750 per violation.

171. Plaintiffs are informed and believe, and thereon allege, that Defendants have

intentionally and knowingly failed to comply with Labor Code §§ 226(c) and 1198.5. Pursuant to

172. Labor Code §226(h), Plaintiffs are entitled to an injunction compelling the production of personnel records and attorneys' fees and costs in being compelled to bring these actions to compel compliance with the Labor Code.

FIFTEENTH CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 210

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

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

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

Code section 204.

Civil Penalties Under Labor Code § 226.3

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

178. 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."

179. 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."

180. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; the legal name of the employer and; and other such information as required by Labor Code section 226, subdivision (a).

181. 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 §§ 226.7 and 512

182. Plaintiffs are informed and believe, and based thereon alleges, that Defendants had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked.

183. Consequently, Plaintiffs are informed and believe, and based thereon alleges, that Defendants violated Labor Code section 512, entitling Plaintiffs and other aggrieved employees to premium payments under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these noncompliant meal periods, either at all or at the proper regular rate of pay.

184. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

185. Plaintiffs are informed and believe, and based thereon alleges, that Defendants maintains policies or practices of compelling its non-exempt employees, including, without limitation, Plaintiffs, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Plaintiffs and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods

186. As such, Plaintiffs are informed and believe, and based thereon alleges, that

Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7.

187. However, Plaintiffs are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay.

188. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Violation of Labor Code section 246

189. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants have or had a policy or practice of failing to provide Plaintiffs and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, et seq.

190. Plaintiffs are further informed and believe that Defendants also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws.

191. Plaintiffs are additionally informed and believe that the notice requirement of Labor Code section 246 et seq. involves a mandatory payroll or workplace injury reporting.

192. As such, Defendants would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Violation of Labor Code § 558

193. 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

194. 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.

195. 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

196. 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."

197. 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."

198. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to "[k]eep, at a central location in the state or at the

plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

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

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

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

Violation of Labor Code § 1197.1

202. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred

dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

203. Plaintiffs are informed and believe, and based thereon alleges, that Defendants caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees' to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages.

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

Violation of Labor Code section 6400 et seq.

205. Plaintiffs are informed and believe and based thereon alleges that Defendants had and have a policy or practice of failing to furnish and use safety devices and safeguards. And adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Plaintiffs are informed and believe and based thereon alleges that Defendants had and has a policy or practice of requiring or permitting employees to go or be in

any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Plaintiffs are informed and believe, and based thereon alleges that Defendants had and has a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Plaintiffs are informed and believe, and based thereon alleges that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Plaintiffs and/or other aggrieved employees; failing to provide adequate protection equipment to Plaintiffs and/or other aggrieved employees; and failing to provide adequate distance in working conditions between Plaintiffs and/or other aggrieved employees.

206. Plaintiffs are informed and believe, and based thereon alleges that Defendants had and has a policy or practice of failing to give sufficient, adequate and proper notice to employees of the Covid-19 exposure within one business day of receiving notice of potential Covid-19 workplace exposure from a qualifying individual as required by Labor Code section 6409.6. Plaintiffs are informed and believe that numerous employees contracted COVID-19 during the relevant time periods, but that Employer failed to provide notice to employees. Plaintiffs are additionally informed and believe that Defendants have not or did not keep adequate records of written notifications required in subdivision (a) for a period of at least three years.

207. Specifically, Plaintiffs are informed and believe, and based thereon alleges, that Defendants had and have a practice or policy of failing within one business day after Defendants or a representative of Defendants received a notice of potential exposure to COVID-19 to provide written notice to Plaintiffs and other aggrieved employees, or their exclusive representatives, who were on the premises at the same worksite as a qualifying individual who was within the infectious period that they may have been exposed to COVID-19. Furthermore, Plaintiffs are informed and believe, and based thereon alleges, that Defendants had and have a practice or policy of failing within one business day after Defendants or a representative of Defendants received a notice of potential exposure to COVID-19 to provide Plaintiffs and other aggrieved employees who were on

the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, with information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the employee. Plaintiffs are informed and believe, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 6409.6 and 6432.

208. Additionally, Plaintiffs are informed and believe, and based thereon alleges, that Defendants had and have a practice or policy of failing within one business day after Defendants or a representative of Defendants received a notice of potential exposure to COVID-19 to notify Defendants and other aggrieved employees who were on the premises at the same worksite as the qualifying individual within the infectious period, and the employers of subcontracted employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, of the cleaning and disinfection plan that the employer is implementing per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per the Cal-OSHA COVID-19 Emergency Temporary Standards. Plaintiffs are informed and believe, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 6409.6 and 6432.

209. Moreover, Plaintiffs are informed and believe, and based thereon alleges, that Defendants had and have a practice or policy of failing to notify the local public health agency in the jurisdiction of the worksite of the names, number, occupation, and worksite of employees who had a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed health care provider; a COVID-19-related order to isolate provided by a public health official; or died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county Plaintiffs are informed and believe, and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 6409.6 and 6432.

210. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code sections 6400 et seq, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars ($250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

211. 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

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

213. Plaintiffs are informed and believe and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendants, 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 required to be disclosed by Employer under Labor Code section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws.

214. 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.

DEMAND FOR JURY TRIAL

215. Plaintiffs demands a trial by jury on all causes of action contained herein.

PRAYER

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

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

B. An Order appointing Plaintiffs as Class representative and appointing their counsel as class counsel;

C. Damages for all wages earned and owed, including minimum and overtime wages, under Labor Code sections 510, 1194, 1197 and 1199;

D. Liquidated damages pursuant to Labor Code section 1194.2;

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

F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 226.2;

G. Waiting time penalties under Labor Code sections 203;

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

I. Damages under Labor Code sections 227.3 and 2802;

J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 226.7, 246 et seq, 512, 558, 1174.5, 1197.1, 2699, 2802 and 6400 et seq.;

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

L. Restitution of wages and benefits due which were acquired by means of any unfair

business practice, according to proof;

M. Prejudgment and post-judgment interest at the maximum rate allowed by law;

N. For attorneys' fees in prosecuting this action;

O. For costs of suit incurred herein; and

P. For such other and further relief as the Court deems just and proper.

Dated: February 5, 2025

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