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8 on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN DIEGO**

11 TOM CABALLERO, on behalf of the State
of California and all Aggrieved Employees,

12 Plaintiff,

13
14 v.

15 EXECUTIVE EVENT SERVICES LLC;
16 and DOES 1-100, inclusive,

17 Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

12/6/2024 10:11:18 AM

Clerk of the Superior Court
By D. Cortez ,Deputy Clerk

Case No.: 24CU026711C

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, TOM CABALLERO, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 EXECUTIVE EVENT SERVICES LLC; and DOES 1-100, inclusive, (collectively referred to
4 herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
7 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
8 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
9 DEFENDANTS’ violations of the California Labor Code as alleged below.

10 **JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
12 California statutes, including but not limited to the PAGA, and decisional law and regulations.

13 3. Venue is proper in this judicial district and the County of San Diego pursuant to
14 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
15 this judicial district, DEFENDANTS maintain its principal place of business within this judicial
16 district, and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also*
17 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
18 PAGA action is proper in any county where the defendants committed Labor Code violations against
19 some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil
20 Procedure because the cause, or some part of the cause, arose in the County of San Diego.

21 **THE PARTIES**

22 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
23 California and a citizen of the State of California.

24 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
25 title(s) of security guard and/or a similar title(s) and/or job position(s) from in or around 2022
26 through in or around January 2024. PLAINTIFF regularly worked at least approximately twelve
27 (12) hours per workday. DEFENDANTS assigned PLAINTIFF to work primarily at posts, event
28 venues and/or facilities located in San Diego County.

6. EXECUTIVE EVENT SERVICES LLC, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

7. DEFENDANTS own, operate, manage and/or staff its employees to work at the posts, event venues, offices, facilities and/or other location(s) in California, including but not limited to, the posts, commercial buildings, offices, facilities and/or other locations in including but not limited to, San Diego County and other counties throughout California. DEFENDANTS, through its various locations, serve the security services industry.¹ Although DEFENDANTS may operate successful companies or have a noble mission, DEFENDANTS do not comply with California's labor laws.

8. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

9. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

10. Under California law, the definition of the terms “to employ” are broadly construed

¹ See <https://www.eesnation.com>. Last visited on September 25, 2024.

1 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
2 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
3 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
4 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
5 was to reach situations in which multiple entities control different aspects of the employment
6 relationship. Supervision of the work, in the specific sense of exercising control over how services
7 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
8 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
9 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
10 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
11 California, applying a less stringent standard to what constitutes sufficient control by a business
12 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
13 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
14 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
15 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
16 employment,” *Id.* at 875 [emphasis added].

17 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
18 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
19 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
20 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
21 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
22 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
23 PLAINTIFF and Aggrieved Employees to work for them.

24 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
27 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
28 policies and practices regardless of the location(s) where they worked. Among other things,

1 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
2 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
3 over the day-to-day operations and employment matters, including the power to hire and fire, set
4 schedules, issue employee policies, and determine rates of compensation across its locations in
5 California; (3) DEFENDANTS utilize the same policies and procedures for all California
6 employees, including issuing the same employee handbooks and other form agreements; (4)
7 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
8 employment matters; and, (6) DEFENDANTS share employees.

9 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
11 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
12 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
13 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
14 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
15 Employees.

16 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
17 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
18 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
19 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
20 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
21 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
22 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
23 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
24 and Aggrieved Employees' employment with or without cause. Upon information and belief,
25 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
26 writing the details of their compensation, and the manner in which they were to take meal and rest
27 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
28 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS

1 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

2 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
3 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
4 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
5 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
6 PLAINTIFF seeks relief in this Complaint.

7 16. By reason of their status as joint employers of PLAINTIFF and Aggrieved
8 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
9 Code and applicable Wage Orders as to all Aggrieved Employees.

10 **PAGA ALLEGATIONS**

11 17. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
12 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
13 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the
14 following:

15 All current and former non-exempt employees that worked either directly or via a
16 staffing agency for any one or more DEFENDANTS at any location in California at
17 any time from one year plus 65 days from the filing of the initial Complaint through
18 the present ("PAGA Period").

19 18. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
20 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
21 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
22 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
23 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
24 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
25 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
26 violations.

27 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

28 19. PLAINTIFF, on September 25, 2024, through counsel, gave written notice by online
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PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
2 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
3 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
4 certified mail.

5 20. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
6 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
7 Employees.

8 21. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
9 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
10 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
11 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
12 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

13 22. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
15 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

16 **FACTUAL ALLEGATIONS**

17 23. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
18 title(s) of security guard and/or a similar title(s) and/or job position(s) from in or around 2022
19 through in or around January 2024.

20 24. PLAINTIFF regularly worked at least approximately twelve (12) hours per workday.
21 DEFENDANTS assigned PLAINTIFF to work primarily at posts, event venues and/or facilities
22 located in San Diego County.

23 25. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
24 DEFENDANTS as hours worked.

25 26. Based on information and belief, PLAINTIFF and other Aggrieved Employees were
26 also compensated with non-discretionary compensation, including but not limited to, shift
27 differential pay, bonus/incentive pay and/or other non-discretionary compensation.

28 27. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate

1 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
2 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
3 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
4 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
5 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
6 below.

7 28. Based on information and belief, DEFENDANTS implemented a policy and/or
8 practice of rounding meal period start and end times and/or automatically deducting at least
9 thirty/sixty minutes per shift for meal periods, despite having actual and/or constructive knowledge
10 that PLAINTIFF and other Aggrieved Employees were subject to DEFENDANTS' control during
11 purported meal periods and/or were otherwise not afforded lawful meal periods, depriving
12 PLAINTIFF and Aggrieved Employees of all wages owed.

13 29. Based on information and belief, Aggrieved Employees were not paid for all hours
14 worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours
15 worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

16 30. For example, based on information and belief, DEFENDANTS issued wage
17 statements to PLAINTIFF and other Aggrieved Employees that demonstrate DEFENDANTS
18 rounded Aggrieved Employees total hours worked to at least the nearest quarter, half and/or whole
19 hour during most if not all pay periods during their respective employments, resulting in
20 DEFENDANTS failure to compensate Aggrieved Employees for all hours worked and the
21 underpayment of wages owed to Aggrieved Employees.

22 31. For example, DEFENDANTS' issued wage statements for PLAINTIFF for including
23 but not limited to the following pay periods evidence DEFENDANTS rounded PLAINTIFF's total
24 hours worked during PLAINTIFF's employment, resulting in DEFENDANTS' failure to
25 compensate PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF:
26 pay period beginning on 12/07/2023 and ending on 12/20/23 showing precisely 40.00 regular hours
27 worked and precisely 17.50 overtime hours worked. Based on information and belief,
28 DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or

1 whole hour during most if not all pay periods during PLAINTIFF's employment, resulting in
2 DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the underpayment of
3 wages owed to PLAINTIFF.

4 32. For example, based on information and belief, Aggrieved Employees were also
5 required to complete off-the-clock work outside of scheduled shifts due to, including but not limited
6 to, work-related phone calls and/or messages they received to their phones and were required to
7 respond to outside of their scheduled shift times, including but not limited to, communications from
8 supervisors and/or other Aggrieved Employees regarding scheduling and/or other work tasks,
9 resulting in the underpayment of wages owed to Aggrieved Employees.

10 33. Based on information and belief, at times, EMPLOYER's electronic time-keeping
11 system/app/call-in system malfunctioned such that Aggrieved Employees were required to either
12 reinitiate and/or otherwise troubleshoot the system/app and/or wait for the system prior to being able
13 to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from
14 meal periods, resulting in off-the-clock work and the underpayment of wages owed to Aggrieved
15 Employees. Based on information and belief, Aggrieved Employees experienced the same issues
16 when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS'
17 control was not recorded and not compensated and resulted in unpaid minimum wages owed to
18 Aggrieved Employees.

19 34. Based on further information and belief, Aggrieved Employees were not paid for pre-
20 shift and/or post-shift off-the-clock work, work during unpaid meal periods and/or other work
21 outside their scheduled shift times, including but not limited to, all time spent traveling between
22 assigned job sites/work locations, all time spent bestowing personal items in and/or retrieving
23 personal items from employee lockers and/or storage areas, all time spent compiling, retrieving,
24 maintaining and/or returning work equipment/tools and/or all time spent donning and doffing
25 uniforms/work clothing/personal protective/safety gear (e.g., protective vests, hats, face masks,
26 gloves, work boots and/or other mandated work clothing/gear) during meal periods, before the start
27 of a scheduled shift, and after completing a scheduled shift resulting in the underpayment of wages
28 owed to Aggrieved Employees.

1 35. Based on information and belief, DEFENDANTS failed to pay Aggrieved
2 Employees the applicable minimum wage for the county and/or city within which the Aggrieved
3 Employee worked in California.

4 36. Based on information and belief, DEFENDANTS failed to pay Aggrieved
5 Employees for time they were required to spend completing orientation, policy questionnaires,
6 and/or time spent completing the onboarding process including but not limited to reviewing various
7 documents and policies provided by DEFENDANTS. Based on information and belief, this work
8 time was completed off-the-clock and was not compensated. For example, based on information and
9 belief, DEFENDANTS required Aggrieved Employees to review and sign various types of policies
10 and documents, including but not limited to, safety guidelines/safety awareness certifications,
11 among other documents, but they were not paid for all time spent reviewing and/or completing
12 certification as directed by DEFENDANTS.

13 37. Based on further information and belief, DEFENDANTS implemented a time-
14 rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
15 Employees of compensable time because the time-rounding system implemented by
16 DEFENDANTS would almost always, if not always, result in understating actual compensable work
17 time.

18 38. For example, as described herein, based on information and belief, DEFENDANTS
19 rounded PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour
20 during most if not all pay periods during PLAINTIFF's employment, resulting in DEFENDANTS'
21 failure to compensate PLAINTIFF for all hours worked and the underpayment of wages owed to
22 PLAINTIFF.

23 39. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding
24 practices resulted in the underpayment of minimum wages owed to PLAINTIFF and Aggrieved
25 Employees as well as unpaid overtime wages for those Aggrieved Employees who worked more
26 than eight (8) hours in a day and/or more than forty (40) hours in a week. DEFENDANTS' failure
27 to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for
28 unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work

1 practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and
2 Aggrieved Employees as well as unpaid overtime wages for those Aggrieved Employees who
3 worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

4 40. Based on information and belief, DEFENDANTS had actual and/or constructive
5 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
6 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
7 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
8 of California's minimum and overtime wage laws.

9 41. Based on further information and belief, DEFENDANTS implemented a time-
10 rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
11 Employees of compensable time because the time-rounding system implemented by
12 DEFENDANTS would almost always, if not always, result in understating actual compensable work
13 time.

14 42. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
15 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
16 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
17 minimum wages owed to PLAINTIFF and Aggrieved Employees as well as unpaid overtime wages
18 for those Aggrieved Employees who worked more than eight (8) hours in a day and/or more than
19 forty (40) hours in a week.

20 43. Based on information and belief, DEFENDANTS had actual and/or constructive
21 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
22 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
23 underpayment of minimum wages owed to PLAINTIFF and other Aggrieved Employees, in
24 violation of California's minimum and overtime wage laws.

25 44. Based on information and belief, DEFENDANTS failed and continue to fail to pay
26 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
27 in a week.

28 45. Based on information and belief, DEFENDANTS failed and continue to fail to pay

1 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
2 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
3 a work week, in violation of California's overtime laws.

4 46. Based on information and belief, DEFENDANTS calculated the owed overtime
5 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
6 based on the minimum wage established for the cities and/or counties within which Aggrieved
7 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
8 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
9 above the California minimum wage rate.

10 47. Based on information and belief, DEFENDANTS failed to incorporate all non-
11 discretionary remuneration, including but not limited to, shift differential pay, piece
12 rate/commission compensation, bonus pay/incentive pay, multiple base rates of pay and/or other
13 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
14 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
15 Aggrieved Employees.

16 48. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
17 worked shifts of at least five and one-half hours or more, entitling them to at least one meal period.
18 However, PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty
19 (30) minute first and second meal periods.

20 49. Based on information and belief, Aggrieved Employees were consistently unable to
21 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal
22 periods, interrupted meal periods, and/or work through part or all their meal periods due to
23 understaffing, the nature and constraints of their job duties and/or commentary from supervisors
24 pressuring them to take non-compliant meal periods or skip meal periods completely.

25 50. For example, based on information and belief, at times, Aggrieved Employees were
26 forced to skip their owed meal periods completely, take late meal periods and/or were interrupted
27 during purported meal periods and/or had meal periods cut short and/or restricted to
28 DEFENDANTS' premises and/or were otherwise required to remain on-duty during unpaid meal

1 periods due to the need to continue assigned job duties.

2 51. For example, at times, PLAINTIFF was forced to take interrupted/shortened meal
3 periods and/or take his meal period late (i.e. after working more than five (5) hours) due to lack of
4 relief workers and/or the need to complete assigned job duties. Also, DEFENDANTS did not
5 provide PLAINTIFF with any mechanism for which PLAINTIFF was to clock out for any meal
6 periods and/or DEFENDANTS instructed PLAINTIFF not to clock out for meal periods. Instead,
7 DEFENDANTS would manufacture and/or manipulate time records to reflect that a timely, thirty-
8 minute off-duty meal period had been taken during most if not all shifts worked and would
9 automatically deduct at least thirty (30) minutes per shift for a purported timely, thirty-minute, off-
10 duty meal period each shift despite DEFENDANTS having actual and/or constructive knowledge
11 that PLAINTIFF was at times forced to take shortened/interrupted meal periods and/or take his meal
12 periods late (i.e., after working more than five (5) hours). Based on information and belief,
13 DEFENDANTS did not pay PLAINTIFF a proper meal period premium for each missed and/or
14 otherwise legally non-compliant meal period, in violation of California meal period law.

15 52. Moreover, per DEFENDANTS unlawful meal period policies and practices,
16 DEFENDANTS allowed PLAINTIFF to take a maximum of a single meal period per shift even
17 when PLAINTIFF worked shifts lasting longer than ten (10) and/or twelve (12) hours.

18 53. Based on information and belief, at times, DEFENDANTS required Aggrieved
19 Employees to monitor work communication device(s)/work phone(s) and/or remain at their assigned
20 post(s)/tethered to their workstations during unpaid purportedly off-duty meal periods, resulting in
21 DEFENDANTS' failure to relieve Aggrieved Employees of all duties and DEFENDANTS' control
22 during unpaid meal periods and therefore consistently denied meal periods and the underpayment
23 of wages owed to Aggrieved Employees.

24 54. Based on information and belief, other Aggrieved Employees were consistently
25 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
26 interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to
27 commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or
28 the need to meet DEFENDANTS' goals and expectations.

1 55. As explained herein, based on information and belief, DEFENDANTS implemented
2 policies and/or practices that failed to relieve Aggrieved Employees of all duties and
3 DEFENDANTS' control during unpaid meal periods.

4 56. Based on information and belief, DEFENDANTS required Aggrieved Employees to
5 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
6 into account when scheduling meal periods for Aggrieved Employees. Based on information and
7 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

8 57. Based on information and belief, despite DEFENDANTS' failure to provide lawful
9 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
10 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
11 deducting at least thirty/sixty minutes per shift for missed and/or otherwise unlawful meal periods
12 despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
13 Employees did not receive lawful meal periods.

14 58. Moreover, per DEFENDANTS' uniform policy and practice, Aggrieved Employees
15 who worked shifts of more than ten hours did not receive a second legally compliant thirty (30)
16 minute second meal period.

17 59. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
18 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
19 information and belief, DEFENDANTS did not have a written meal period policy, nor did
20 DEFENDANTS have any sort of compliant policy in practice.

21 60. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
22 records of the true start and end times of PLAINTIFF's and Aggrieved Employees' meal periods.
23 Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally
24 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other
25 Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal
26 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

27 61. Based on information and belief, DEFENDANTS had actual and/or constructive
28 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which

1 were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
2 violation of California's meal period laws.

3 62. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
4 additional hour of wages at their respective regular rates of compensation for each workday a lawful
5 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
6 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
7 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
8 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
9 compensation for purposes of calculating the owed meal period premium.

10 63. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
11 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
12 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
13 middle of the work period, as required by law.

14 64. PLAINTIFF and other Aggrieved Employees were not adequately informed,
15 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
16 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
17 the taking of duty-free rest periods.

18 65. Based on information and belief, DEFENDANTS did not have a have a compliant
19 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
20 practice.

21 66. For example, PLAINTIFF was frequently required to work through part or all of
22 PLAINTIFF's owed rest periods each shift due to lack of coverage/lack of relief workers and/or the
23 need to complete assigned job duties.

24 67. Based on information and belief, DEFENDANTS required Aggrieved Employees to
25 monitor work communication device(s)/work phone(s) and/or remain at their assigned
26 workstations/tethered to their workstations during any rest periods, in violation of California rest
27 period law.

28 68. As such, Aggrieved Employees were rarely, if ever, relieved of all duties and

1 DEFENDANTS' control during any rest periods, resulting in consistently denied rest periods.

2 69. Based on information and belief, DEFENDANTS did not pay PLAINTIFF any rest
3 period premiums during PLAINTIFF's employment and/or did not pay PLAINTIFF a proper rest
4 period premium for each missed and/or otherwise legally non-compliant rest period.

5 70. For example, based on information and belief, Aggrieved Employees were frequently
6 if not always unable to take compliant rest periods due to lack of coverage/their need to complete
7 assigned job duties and/or was unable to take a net ten-minute rest period in a suitable rest area
8 and/or had purported rest periods restricted to DEFENDANTS' premises/their assigned work
9 locations/workstations.

10 71. For example, PLAINTIFF was frequently if not always unable to take compliant rest
11 periods due to lack of coverage/their need to complete assigned job duties and/or was unable to take
12 a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to
13 DEFENDANTS' premises/their assigned work locations/workstations.

14 72. Based on information and belief, at times, DEFENDANTS required Aggrieved
15 Employees to monitor work communication device(s)/work phone(s) and/or remain at their assigned
16 post(s)/tethered to their workstations during any rest periods, in violation of California rest period
17 law.

18 73. Based on information and belief, DEFENDANTS failed to authorize net ten-minute,
19 off-duty, rest periods that were insofar as practicable in the middle of the work period as required
20 under California rest period law.

21 74. Based on information and belief, DEFENDANTS did not have a lawful policy,
22 instruction, or practice as to the taking, timing, or duty-free nature of rest periods. For example,
23 based on information and belief, DEFENDANTS failed to authorize and permit rest periods that
24 were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods were provided,
25 DEFENDANTS limited PLAINTIFF and other Aggrieved Employees to only ten-minute rest
26 periods, requiring them to be back at their workstations within ten minutes of leaving their work
27 stations, in violation of California rest period law.

28 75. Based on information and belief, Aggrieved Employees' rest periods were

1 interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and
2 constraints of their job duties, and/or due to commentary from supervisors/managers pressuring
3 them to skip rest periods completely or otherwise take non-compliant rest periods.

4 76. Moreover, based on information and belief, DEFENDANTS failed to provide any
5 form of a third rest period and/or a legally noncompliant rest period on shifts lasting longer than ten
6 hours.

7 77. Based on information and belief, DEFENDANTS implemented policies and/or
8 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
9 DEFENDANTS' control during rest periods. For example, based on information and belief, at times
10 Aggrieved Employees were required to monitor and respond to work-related communication
11 devices, for example, work phones and/or other work-related communication devices during rest
12 periods and thereby were not relieved of all duties and DEFENDANTS' control during rest periods.

13 78. Based on information and belief, Aggrieved Employees were pressured to complete
14 their work duties according to a designated schedule such that rest periods were only taken once
15 tasks were completed, and/or as time permitted.

16 79. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
17 which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in
18 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
19 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
20 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
21 shift differential pay, and/or other non-discretionary compensation into the regular rate of
22 compensation for purposes of calculating the owed rest period premium.

23 80. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
24 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
25 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
26 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
27 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
28 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.

3 81. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
4 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
5 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
6 Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
7 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
8 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
9 other off-the-clock work policies and practices) which results in a violation of Labor Code section
10 226(a).

11 82. As described herein, based on information and belief, DEFENDANTS also failed to
12 incorporate all forms of non-discretionary compensation earned during the pay period into the
13 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
14 of overtime worked by PLAINTIFF and other Aggrieved Employees.

15 83. Separately, and independent of the above allegations, based on information and
16 belief, DEFENDANTS issued wage statements to Aggrieved Employees that failed to list the total
17 hours worked, in violation of including but not limited to, Labor Code section 226 (a)(2).

18 84. Based on information and belief, wage statements issued by DEFENDANTS failed
19 to list all applicable hourly rates in effect during the pay period and the corresponding number of
20 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor
21 Code section 226(a)(9).

22 85. Based on information and belief, DEFENDANTS issued wage statements to
23 Aggrieved Employees that fail to accurately list all deductions, in violation of Labor Code section
24 226(a)(4).

25 86. For example, as explained herein, DEFENDANTS regularly failed to reimburse
26 PLAINTIFF for business expenses, incurred by PLAINTIFF each pay period, thereby deducting
27 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
28 limited to, Labor Code Section 221, and further failing to itemize these deductions for business

1 costs, on PLAINTIFF's wage statements, in violation of Labor Code Section 226(a)(4).

2 87. Based on information and belief, wage statements issued by DEFENDANTS failed
3 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

4 88. For example, based on information and belief, at times, DEFENDANTS issued wage
5 statements to Aggrieved Employees containing payment for hours worked during previous pay
6 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate
7 pay period for that pay, further failing to list the total hours worked for the pay period, including but
8 not limited to, the total hours worked for the pay period the pay corresponds with, in violation of
9 including but not limited to, Labor Code section 226(a)(2) and/or 226(a)(6).

10 89. Separately, and independent from the above allegations, based on information and
11 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
12 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
13 entity that is the employer.

14 90. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
15 Employees that were not accurate and did not include all of the statutorily required information. As
16 such, DEFENDANTS violated Labor Code section 226.

17 91. **Unreimbursed Business Expenses.** Based on information and belief,
18 DEFENDANTS required PLAINTIFF and Aggrieved Employees to incur business expenses as a
19 direct consequence of the performance of their job duties without providing reimbursement, in
20 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and Aggrieved
21 Employees were improperly required to provide and maintain work tools that are supposed to be the
22 responsibility of the employer.

23 92. Based on information and belief, DEFENDANTS shifted the costs of doing business
24 onto PLAINTIFF and other Aggrieved Employees requiring them to pay for business expenses,
25 including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and
26 the use of Aggrieved Employees' personal vehicles and/or personal cell phones/mobile devices,
27 internet and/or data usage for work related purposes, including but not limited to, uniforms/work
28 clothing/work shoes/personal protective/safety gear and the use of Aggrieved Employees' personal

1 vehicles and/or personal cell phones/mobile devices, internet and/or data usage for work related
2 purposes, including but not limited to, to receive and respond to work related messages and/or phone
3 calls. For example, based on information and belief, Aggrieved Employees were required to receive
4 and respond to work-related calls and/or messages from including but not limited to supervisors
5 and/or other Aggrieved Employees regarding scheduling and/or other work tasks and/or were
6 required to download and use work-related applications on their personal cell phones/mobile devices
7 but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

8 93. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
9 cell phone / mobile device to carry out PLAINTIFF's assigned job duties, including but not limited
10 to, for receiving/responding to work-related calls and/or messages on PLAINTIFF's personal cell
11 phone / mobile device. However, DEFENDANTS failed to provide PLAINTIFF with any and/or
12 full reimbursement for these business expenses PLAINTIFF incurred in connection with being
13 required to use PLAINTIFF's personal cell phone / personal device(s) to carry out PLAINTIFF's
14 assigned job duties, including but not limited to, increased data plan charges.

15 94. Also, DEFENDANTS required Aggrieved Employees to purchase and/or maintain
16 DEFENDANTS' required uniforms/work clothing/work shoes and/or protective/safety gear without
17 providing Aggrieved Employees with any and/or full reimbursement for the business expenses
18 Aggrieved Employees incurred in connection therewith.

19 95. For example, DEFENDANTS required PLAINTIFF to supply his own work shoes,
20 work pants of a specific color and/or brand and/or a work belt to wear for work, however,
21 DEFENDANTS failed to provide PLAINTIFF with any and/or full reimbursement for these
22 business expenses PLAINTIFF incurred in connection with being required to purchase and/or
23 maintain DEFENDANTS' required uniforms/work clothing, work shoes, and/or protective/safety
24 gear.

25 96. As explained above, based on information and belief, Aggrieved Employees were
26 not reimbursed for the cost of using their personal vehicle(s) and/or personal phone(s)/mobile
27 device(s) for work-related purposes and/or the cost of purchasing and/or maintaining work
28 uniforms/work clothing/work shoes, personal protective/safety gear.

1 97. Based on information and belief, DEFENDANTS regularly failed to reimburse and
2 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
3 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
4 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
5 assigned by DEFENDANTS.

6 98. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
7 for all reasonable expenses associated with carrying out their duties required that Aggrieved
8 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
9 2802.

10 99. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
11 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that
12 were due and owing upon termination or resignation. Based on information and belief,
13 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing
14 requirements of Labor Code sections 201-202.

15 100. Upon separation of employment, Aggrieved Employees final paychecks were not
16 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or
17 did not include all wages owed as they were devoid of, including but not limited to, all owed
18 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid
19 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid
20 time off paid at the final rate including non-discretionary compensation, including but not limited
21 to, all owed shift differentials).

22 101. Based on further information and belief, DEFENDANTS failed to timely provide all
23 owed wages immediately upon discharge of employment. Based on information and belief, at times,
24 Aggrieved Employees experienced breaks in employment caused by DEFENDANTS whereby
25 Aggrieved Employees would not be called in for work for longer than a single pay period due to
26 including but not limited to DEFENDANTS' lack of work or lack of assignments. Such instances
27 qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at
28 the end of such periods of employment, in violation of including but not limited to Labor Code

1 section 201-202. As such, DEFENDANTS violated Labor Code sections 201 and/or 202, subjecting
2 DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256.

3 102. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
4 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
5 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
6 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
7 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
8 limited to, any owed shift differentials) to Aggrieved Employees upon separation of employment,
9 in violation of California law, including but not limited to, Labor Code section 227.3.

10 103. For example, as explained herein, DEFENDANTS failed to pay PLAINTIFF all
11 owed paid time off and/or failed to pay PLAINTIFF all paid time off at the properly accrued rate(s)
12 (including but not limited to any owed shift differential pay).

13 104. **Violation of Labor Code Section 208.** Labor Code Section 208 provides: Every
14 employee who is discharged shall be paid at the place of discharge, and every employee who quits
15 shall be paid at the office or agency of the employer in the county where the employee has been
16 performing labor. All payments shall be made in the manner provided by law.

17 105. Based on information and belief, DEFENDANTS have a policy and practice of
18 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
19 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
20 office or agency of DEFENDANTS in the county where the work was performed, in violation of
21 Labor Code Section 208.

22 106. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
23 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
24 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions
25 from Aggrieved Employees paychecks during the relevant period including, without limitation,
26 business costs from Aggrieved Employees’ earned wages.

27 107. For example, as explained herein, based on information and belief, DEFENDANTS
28 regularly failed to reimburse Aggrieved Employees for business expenses incurred by Aggrieved

1 Employees each pay period, thereby deducting business costs from Aggrieved Employees' earned
2 wages each pay period, in violation of including but not limited to, Labor Code Section 221, and
3 further failing to itemize these deductions for business costs, on PLAINTIFF's wage statements, in
4 violation of Labor Code section 226(a)(4).

5 108. Such a practice is in violation of including but not limited to, Labor Code Sections
6 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

7 109. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
8 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
9 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
10 toilet rooms and shall be available to employees during work hours."

11 110. DEFENDANTS' locations/facilities are generally similar in layout and design, and
12 there was, and continues to be, space that allows for a resting facility that employees may use to
13 cease work and recover during meal or rest periods. DEFENDANTS could have provided
14 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
15 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
16 employees with suitable areas to rest (e.g. a suitable breakroom). As a result, PLAINTIFF and other
17 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
18 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
19 which are not designated or reserved for their rest, such as their personal vehicles.

20 111. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
21 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

22 112. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
23 Aggrieved Employees violated and continue to violate the applicable Wage Order, section 13(B)
24 and the California Labor Code, including but not limited to section 1198.

25 113. **Seating.** Per section 14(A-B) of all applicable IWC Wage Orders, employees shall
26 be provided with suitable seats when the nature of the work reasonably permits the use of seats and
27 when they are not actively engaged in the work duties that would not permit them to be seated.

28 114. All applicable IWC Wage Orders, Section 14(A-B) provides:

1 (A) All working employees shall be provided with suitable seats when the nature of the
2 work reasonably permits the use of seats.

3 (B) When employees are not engaged in the active duties of their employment and the
4 nature of the work requires standing, an adequate number of suitable seats shall be placed in
5 reasonable proximity to the work area and employees shall be permitted to use such seats when it
6 does not interfere with the performance of their duties.

7 115. Suitable seating is one of the worker protections covered by California's Wage
8 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
9 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker
10 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

11 116. Based on information and belief, DEFENDANTS failed to provide Aggrieved
12 Employees with suitable seating, and when such employees were not engaged in duties which
13 required them to stand, no seating was placed in reasonable proximity to their workstations.

14 117. For example, DEFENDANTS failed to provide PLAINTIFF with suitable seating,
15 and when PLAINTIFF was not engaged in duties which required PLAINTIFF to stand, no seating
16 was placed in reasonable proximity to PLAINTIFF's workstation.

17 118. Moreover, based on information and belief, the nature of the work reasonably
18 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
19 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
20 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
21 of seats would not interfere with the performance of their duties.

22 119. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
23 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
24 required by Labor Code sections 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
25 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
26 required by law, including but not limited to the following records: total daily hours worked,
27 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
28 began and ended each work period, time records of meal periods, and accurate itemized wage

1 statements.

2 120. DEFENDANTS have failed and continue to fail to keep accurate and complete
3 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
4 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
5 employer control during unpaid meal periods, failure to record the true start and end times of meal
6 periods, shift start times and shift end times, and other off-the-clock work policies and practices
7 described herein.

8 121. **Failure to Produce Employment Records.** Based on information and belief,
9 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
10 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code
11 sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF, through
12 counsel, sent a written request for payroll and personnel records to DEFENDANTS on or around
13 including but not limited to the following date(s): September 23, 2024. Yet, DEFENDANTS failed
14 to timely produce complete records within the time periods delineated by California labor law.
15 Based on information and belief, DEFENDANTS failed and continues to fail to timely produce
16 complete payroll and personnel records when requested by other Aggrieved Employees. Based on
17 information and belief, DEFENDANTS failed and continue to fail to timely produce complete time,
18 pay, and personnel records when requested by other Aggrieved Employees.

19 122. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
20 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
21 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
22 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
23 accrued sick leave hours on the correct number of hours worked (as a result of the
24 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
25 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
26 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
27 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
28 compensation into the sick leave pay rate calculation.

1 123. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
2 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
3 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
4 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
5 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
6 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
7 used sick leave and the balance of paid sick leave.

8 124. Based on information and belief, throughout the relevant time period,
9 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
10 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
11 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
12 prior to their respective separations, for as on several occasions thereafter, he or she would have
13 been entitled to use the banked sick leave and earn appropriate compensation.

14 125. Upon information and belief, DEFENDANTS failed and continue to fail to comply
15 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
16 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
17 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
18 wages.

19 126. As such, DEFENDANTS have violated California's paid sick leave laws and
20 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
21 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
22 unlawful practices and policies violate Labor Code sections 245-248.5.

23 127. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

24 Unlawful Agreements.

25
26 128. Labor Code section 432.5 provides that "no employer...shall require any employee
27 or applicant for employment to agree, in writing, to any term or condition which is known by such
28 employer...to be prohibited by law." Based on information and belief, DEFENDANTS required

1 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
2 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
3 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
4 meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements
5 and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
6 employment in violation of Labor Code section 432.5.

7 129. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
8 employment, continued employment, or the receipt of any employment-related benefit, require any
9 applicant for employment or any employee to waive any right...”Based on information and belief,
10 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
11 signed as a condition of employment, including but not limited to, during the onboarding process.
12 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
13 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
14 invalid waivers are otherwise unlawful under Labor Code section 432.6.

15 130. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
16 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
17 432.5.

18
19 Unlawful Inquires into Criminal History

20 131. Labor Code section 432.7 prohibits an employer from asking applicants about past
21 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
22 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
23 convictions on its employment application, in violation of California law.

24 132. Upon information and belief, DEFENDANTS, in violation of California law,
25 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
26 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
27 employment and/or otherwise impermissibly inquired into criminal history on its employment
28 application in violation of California law, and in violation of Labor code section 432.5.

1 133. **Violation of Labor Code Section 432.6.** Based on information and belief,
2 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
3 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
4 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
5 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as
6 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
7 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

8 134. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
9 engaged in these same herein described unlawful practices, which led to violations of the California
10 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
11 unlawful practices to all of its employees that it applied to PLAINTIFF.

12 **FIRST CAUSE OF ACTION**
13 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
14 **2698, *ET SEQ.***
15 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
16 **Defendants)**

17 135. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 **Failure to Keep Accurate Records**

19 136. California Labor Code § 1174 requires employers to keep “accurate and complete”
20 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
21 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
22 times during which all owed meal periods were provided each day.

23 137. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
24 and complete records as required by law, including but not limited to the following records: total
25 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
26 Aggrieved Employees began and ended each work period, time records of meal periods, and
27 accurate itemized wage statements.

28 138. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under

1 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
2 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
3 period during which the referenced statutes and Wage Order provisions were violated.²

4 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

5 139. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
6 Orders, section 7 require that employers keep the following information on file for each employee
7 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
8 and the corresponding number of hours worked by the employee at each hourly rate, when the
9 employee begins and ends each work period (including meal periods) and split intervals; total hours
10 worked by the employee; all deductions; gross wages earned; and net wages earned.

11 140. Section (b) of Labor Code section 226 further requires employers to "afford current
12 and former employees the right to inspect or receive a copy of records pertaining to their
13 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
14 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
15 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
16 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
17 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
18 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
19 the employer. Lab. Code section 226(f).

20 141. Personnel Records. In addition to their right to time and pay records, employees, and
21 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
22 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
23 section 432 further specifies that employers must furnish copies of all employment records bearing
24 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
25 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
26 from the date the employer receives a written request." An employer's failure to comply within this

27 _____
28 ² Labor Code § 2699(f)

1 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
2 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

3 142. Based on information and belief, DEFENDANTS fail to timely produce or make
4 available Aggrieved Employees' personnel records and/or payroll records when requested pursuant
5 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
6 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

7 **Meal Period Violations**

8 143. California law requires employers to provide employees a duty-free, uninterrupted
9 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
10 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
11 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
12 *Court* (2012) 53 Cal.4th 1004.

13 144. Employers must also provide employees with a second duty-free, uninterrupted thirty
14 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
15 be provided before the end of the 10th hour of work. *Ibid.*

16 145. Employers covered by any and all applicable IWC Wage Orders have an obligation
17 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
18 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
19 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
20 ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
21 section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a
22 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
23 provided").

24 146. Employers must pay employees an additional hour of wages at the employees'
25 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
26 meal period, first meal period provided after five (5) hours, second meal period provided after 10
27 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to
28 provide an employee a meal period in accordance with the applicable provision of this Order, the

1 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
2 for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

3 147. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
4 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
5 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
6 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
7 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
8 periods completely.

9 148. Based on information and belief, DEFENDANTS had and continue to have a policy
10 of rounding the start and end times of employees' meal periods and/or automatically deducting
11 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF
12 and Aggrieved Employees did not receive compliant meal periods.

13 149. Moreover, based on information and belief, Aggrieved Employees did not receive a
14 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

15 150. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
16 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
17 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
18 violation of California's meal period laws.

19 151. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
20 periods in violation of California law and/or failed to pay the proper meal period premium for failure
21 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
22 differential pay and/or other non-discretionary compensation into the regular rate or compensation
23 for purposes of calculating the owed meal period premium.

24 152. These unlawful meal period policies and practices result in violations of Labor Code
25 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
26 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
27 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
28 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

1 **Rest Period Violations**

2 153. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
3 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
4 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
5 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
6 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
7 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
8 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
9 1029). The rest period requirement obligates employers to permit and authorize employees to take
10 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
11 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
12 257. If the employer fails to provide any required rest period, the employer must pay the employee
13 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
14 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
15 applicable IWC Wage Order, §12(B).

16 154. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
17 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
18 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
19 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
20 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
21 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
22 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
23 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
24 “onus is on the employer to clearly communicate the authorization and permission [to take rest
25 periods] to its employees.”).

26 155. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
27 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
28 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject

1 to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,
2 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
3 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

4 156. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
6 employer control during rest periods. Based on further information and belief, Aggrieved
7 Employees were pressured to complete their work duties according to a designated schedule such
8 that rest periods were only taken once tasks were completed, and/or as time permitted.

9 157. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
10 first, second, or third rest periods as required by California law.

11 158. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
12 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
13 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
14 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
15 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
16 the regular rate of compensation for purposes of determining the owed rest period premium.

17 159. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
18 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
19 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

20 **Minimum and Overtime Wage Violations**

21 160. California law provides that employees in California must be paid for all hours
22 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
23 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
24 The minimum wage standard applies to each hour employees worked for which they were not paid.
25 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
26 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
27 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

28 161. California law also provides that employees in California must be paid overtime,

1 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
2 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
3 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
4 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
5 consecutive day of work in a work week. *Ibid.*

6 162. As explained above, DEFENDANTS violated California's minimum and overtime
7 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
8 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
9 start and end times and meal period start and end times), payment according to scheduled hours
10 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
11 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
12 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

13 163. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
14 Aggrieved Employees for all hours worked.

15 164. Based on information and belief, DEFENDANTS had actual or constructive
16 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
17 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
18 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
19 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
20 Employees.

21 165. Based on information and belief, DEFENDANTS calculated the owed overtime
22 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
23 based on the minimum wage established for the cities and/or counties within which Aggrieved
24 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
25 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
26 above the California minimum wage rate.

27 166. Based on information and belief, DEFENDANTS failed and continue to fail to pay
28 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours

1 in a week.

2 167. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
3 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
4 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
5 violation of California's overtime laws.

6 168. Based on information and belief, DEFENDANTS further violated California's
7 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
8 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
9 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
10 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
11 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
12 other Aggrieved Employees.

13 169. Based on information and belief, at times, Aggrieved Employees that were subject
14 to an AWS, were sent home early and/or worked less hours than those that were scheduled under
15 the AWS. On such shortened shifts, Aggrieved Employees were entitled to overtime pay at 1.5 times
16 the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Aggrieved
17 Employees their base rate for all hours worked on the shortened shift(s) in violation of the alternative
18 workweek schedule, and in violation of California Labor Code section 510, the applicable Wage
19 Order, and Labor Code section 1198. As such, Aggrieved Employees that were subject to an AWS
20 were also deprived of all owed overtime wages when required to work shortened shifts.

21 170. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
22 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
23 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
24 Wage Orders, section 20.

25 **Statutory Wage Violations**

26 171. California Labor Code section 223 makes it unlawful for an employer to secretly pay
27 wages lower than required by statute while purporting to pay legal wages. As described above,
28 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all

1 earned minimum and overtime compensation for all hours worked which resulted in the payment of
2 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
3 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
4 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
5 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
6 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
7 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
8 Labor Code § 2699(f)-(g).

9 **Refusal to Make Payment**

10 172. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
11 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
12 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
13 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
14 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
15 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
16 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
17 each Aggrieved Employee, for each pay period during which the statute provisions were violated.³

18 **Failure to Provide Suitable Resting Facilities**

19 173. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
20 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities
21 shall be provided in an area separate from the toilet rooms and shall be available to employees during
22 work hours."

23 174. DEFENDANTS' locations/facilities are generally similar in layout and design, and
24 there was, and continues to be, space that allows for a resting facility that employees may use to
25 cease work and recover during meal or rest periods. DEFENDANTS could have provided

26 _____
27 ³ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
2 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
3 employees with suitable areas to rest (e.g. a suitable breakroom). As a result, PLAINTIFF and other
4 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
5 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
6 which are not designated or reserved for their rest, such as their personal vehicles.

7 175. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
8 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

9 176. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
10 Aggrieved Employees violated and continue to violate the applicable Wage Order, section 13(B)
11 and the California Labor Code, including but not limited to section 1198.

12 **Seating Violations.**

13 177. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
14 provided with suitable seats when the nature of the work reasonably permits the use of seats and
15 when they are not actively engaged in the work duties that would not permit them to be seated.

16 178. All applicable IWC Wage Orders, Section 14(A-B) provides:

17 (A) All working employees shall be provided with suitable seats when the nature of the
18 work reasonably permits the use of seats.

19 (B) When employees are not engaged in the active duties of their employment and the
20 nature of the work requires standing, an adequate number of suitable seats shall be placed in
21 reasonable proximity to the work area and employees shall be permitted to use such seats when it
22 does not interfere with the performance of their duties.

23 179. Suitable seating is one of the worker protections covered by California's Wage
24 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
25 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker
26 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

27 180. Based on information and belief, DEFENDANTS failed to provide Aggrieved
28 Employees with suitable seating, and when such employees were not engaged in duties which

1 required them to stand, no seating was placed in reasonable proximity to their workstations.

2 181. For example, DEFENDANTS failed to provide PLAINTIFF with suitable seating,
3 and when PLAINTIFF was not engaged in duties which required PLAINTIFF to stand, no seating
4 was placed in reasonable proximity to PLAINTIFF's workstation.

5 182. Moreover, based on information and belief, the nature of the work reasonably
6 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
7 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
8 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
9 of seats would not interfere with the performance of their duties.

10 **Standard Conditions of Labor Violations**

11 183. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
12 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
13 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
14 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
15 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
16 minimum/overtime wages and other violations described herein result in separate violations of
17 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
18 1197.1 and 2699.

19 **Business Expense Violations**

20 184. California law requires employers to indemnify their employees for all necessary
21 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
22 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
23 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
24 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
25 incurred by the employee enforcing the rights granted by this section."

26 185. Among other things, under California law, when employees must use their personal
27 cellphones for work-related purposes, the employer must reimburse them for a reasonable
28 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228

1 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
2 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
3 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
4 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
5 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

6 186. Further, “any contract or agreement, express or implied, made by any employee to
7 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
8 any employee or his personal representative of any right or remedy to which he is entitled to under
9 the laws of this State.” *See* Cal. Lab. Code section 2804.

10 187. As described above, PLAINTIFF and the Aggrieved Employees were improperly
11 required to pay for business expenses that are legally the responsibility of the employer.

12 188. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
13 full reimbursement for all reasonable expenses associated with carrying out their duties required
14 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
15 expenses in violation of Labor Code section 2802.

16 189. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
17 Employees have suffered injury in that they were not completely reimbursed as mandated by
18 California law.

19 190. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
20 full reimbursement for all reasonable expenses associated with carrying out their duties required
21 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
22 expenses in violation of Labor Code section 2802.

23 191. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
24 Employees have suffered injury in that they were not completely reimbursed as mandated by
25 California law.

26 192. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
27 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
28 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor

1 Code § 2802 and the applicable Wage Order.

2 **Wage Statement Violations**

3 193. California law requires every employer semi-monthly or at the time of each payment
4 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
5 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
6 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
7 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
8 is paid; (7) the name of the employee and only the last four digits of his or her social security number
9 or an employee identification number other than a social security number; (8) the name and address
10 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
11 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

12 194. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
13 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
14 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
15 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
16 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
17 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate by
19 the employee, in violation of Labor Code section 226(a)(9).

20 195. Moreover, due to violations detailed above, including but not limited to,
21 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
22 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
23 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
24 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
25 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
26 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
27 compensation earned during the pay period into the regular rate of pay for purposes of calculating
28 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of

1 overtime worked by PLAINTIFF and other Aggrieved Employees.

2 196. As explained above, wage statements issued by DEFENDANTS failed to list the
3 “total hours worked” by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
4 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
5 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
6 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
7 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
8 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

9 197. Based on information and belief, wage statements issued by DEFENDANTS failed
10 to list all applicable hourly rates in effect during the pay period and the corresponding number of
11 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
12 Code section 226(a)(9).

13 198. Separately, and independent from the above allegations, based on information and
14 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
15 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
16 entity that is the employer.

17 199. Based on information and belief, wage statements issued by DEFENDANTS failed
18 to list the inclusive dates of the pay period for which the Aggrieved Employee is being paid.

19 200. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
20 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
21 Employees over whether they received all wages owed to them.

22 201. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
23 they could not easily determine whether they received all wages owed to them and whether they
24 were paid for all hours worked.

25 202. Moreover, as a result of DEFENDANTS’ failure to list the correct name and/or
26 address of the legal entity that is the employer, PLAINTIFF and Aggrieved Employees have suffered
27 injury as they could not contact their employer regarding any question(s) they had about wages paid.

28 203. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and

1 Aggrieved Employees with accurate, itemized wage statements.

2 204. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
3 Employees have suffered injury. The absence of accurate information on their wage statements has
4 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
5 mathematical computations to determine the amount of wages owed, and will cause difficulty and
6 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
7 submission of inaccurate information about wages and amounts deducted from wages to state and
8 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
9 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
10 and pay records than if DEFENDANT had complied with its legal obligations.

11 205. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
12 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
13 during which the statute provisions were violated. ⁴

14 **Unlawful Deductions**

15 206. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from
16 an employee any part of wages theretofore paid by said employer to said employee." Based on
17 information and belief, DEFENDANTS made unlawful deductions from Aggrieved Employees
18 paychecks during the relevant period, including without limitation, deducting business costs from
19 Aggrieved Employees' earned wages/paychecks. Such a practice is in violation of including but not
20 limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under
21 Labor Code Section 2699.

22 207. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
23 each pay period during which the statute provisions were violated. See Lab. Code §225.5
24 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
25 provided in this article, every person who unlawfully withholds wages due any employee in
26 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
27 to pay each employee").

28 ⁴ Labor Code § 226.3 (establishing that the civil penalty is ~~42~~ ² per employee per violation").

1 **Sick Leave Violations**

2 208. DEFENDANTS violated California's paid sick leave laws including, Labor Code
3 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
4 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
5 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
6 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
7 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
8 compensation into the sick leave pay rate calculation.

9 209. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
10 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
11 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
12 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
13 Aggrieved Employees' intelligent exercise of their paid sick leave.

14 210. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
15 their paid sick leave at least prior to their respective separations, for as on several occasions
16 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
17 compensation.

18 211. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
19 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
20 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
21 were entitled to the maximum number of hours accruable.

22 212. Upon information and belief, DEFENDANTS failed and continue to fail to comply
23 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
24 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
25 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
26 wages.

27 213. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

28 214. On information and belief, PLAINTIFF alleges that all of these practices were

1 experienced and continue to be experienced by other Aggrieved Employees.

2 215. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
3 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
4 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

5 **Failure to Pay Vested Vacation/Paid Time Off**

6 216. California Labor Code section 227.3 provides that when an employer policy provides
7 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
8 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
9 employee's final rate in accordance with such contract of employment or employer policy respecting
10 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
11 off upon termination.

12 217. Based on information and belief, DEFENDANTS had and continue to have a
13 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
14 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
15 at the properly accrued rates (including but not limited to any owed shift differential pay) to
16 Aggrieved Employees upon separation of employment, in violation of California law, including but
17 not limited to, Labor Code section 227.3.

18 **Untimely Payment of Final Wages**

19 218. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
20 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
21 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
22 employee not having a written contract for a definite period quits his or her employment, his or her
23 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
24 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
25 to his or her wages at the time of quitting."

26 219. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
27 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
28 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.

1 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
2 section 256. See, *Iskanian v. CLS Transportation Orange, LLC*, 59 Cal.4th 348 (2014); see also,
3 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

4 220. Based on information and belief, upon separation of employment, Aggrieved
5 Employees' final paychecks were not timely provided, and/or were not timely provided with all
6 owed vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor
7 Code section 201-202. Based on information and belief, PLAINTIFF's and other Aggrieved
8 Employees' final paychecks did not include all wages owed as they are devoid of, including but not
9 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay and/or all paid
10 time off wages at the properly accrued rates (including but not limited to any owed shift differential
11 pay).

12 221. Based on information and belief, at times, Aggrieved Employees experienced breaks
13 in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in
14 for work for longer than a single pay period due to including but not limited to DEFENDANTS'
15 lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,
16 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in
17 violation of including but not limited to Labor Code section 201-202.

18 222. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
19 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
20 256.

21 **Violation of Labor Code Section 208**

22 223. Labor Code Section 208 provides: Every employee who is discharged shall be paid
23 at the place of discharge, and every employee who quits shall be paid at the office or agency of the
24 employer in the county where the employee has been performing labor. All payments shall be made
25 in the manner provided by law.

26 224. Based on information and belief, DEFENDANTS have a policy and practice of
27 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
28 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the

1 office or agency of DEFENDANTS in the county where the work was performed, in violation of
2 Labor Code Section 208.

3 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

4 *Unlawful Agreements.*

5 225. Labor Code section 432.5 provides that “no employer...shall require any employee
6 or applicant for employment to agree, in writing, to any term or condition which is known by such
7 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
8 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
9 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
10 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
11 meal period waivers, unlawful commissions agreements, unlawful forum selection clauses and/or
12 choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition
13 of obtaining and/or continuing employment in violation of Labor Code section 432.5.

14 226. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
15 employment, continued employment, or the receipt of any employment-related benefit, require any
16 applicant for employment or any employee to waive any right...”Based on information and belief,
17 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
18 signed as a condition of employment, including but not limited to, during the onboarding process.
19 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
20 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
21 invalid waivers are otherwise unlawful under Labor Code section 432.6.

22 227. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
23 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
24 432.5.

25 **Unlawful Inquires into Criminal History**

26 228. Labor Code section 432.7 prohibits an employer from asking applicants about past
27 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
28 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in

1 convictions on its employment application, in violation of California law.

2 229. Upon information and belief, DEFENDANTS, in violation of California law,
3 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
4 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
5 employment and/or otherwise impermissibly inquired into criminal history on its employment
6 application in violation of California law.

7 230. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
8 Code section 432.7. By asking about convictions at the application phase or prior to extending an
9 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
10 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
11 disclose arrests and/or convictions as a condition of employment.

12 **Violation of Labor Code Section 432.6**

13 231. Based on information and belief, DEFENDANTS required Aggrieved Employees to
14 sign meal period waivers that were universally signed as a condition of employment, including but
15 not limited to, during the onboarding process. Further, these invalid waivers are otherwise unlawful
16 under Labor Code section 432.6.

17 232. Labor Code Section 432.6(a) provides: “[A] person shall not, as a condition of
18 employment, continued employment, or the receipt of any employment-related benefit, require any
19 applicant for employment or any employee to waive any right...”

20 233. Labor Code Section 432.6(b) provides in pertinent part:

21 234. “An employer shall not threaten, retaliate, or discriminate against, or terminate any
22 applicant for employment or any employee because of the refusal to the waiver of any right...”

23 235. Based on information and belief, DEFENDANTS require/required Aggrieved
24 Employees to waive their right to first and/or second meal periods as a condition of working for
25 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not
26 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved
27 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,
28 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their

1 refusal to waive their meal period rights.

2 236. Under the provisions of PAGA and the above mentioned Labor Code sections,
3 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
4 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,
5 1197.1, 1198, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
6 interpretations of these laws by California Courts and administrative bodies, as well as any other
7 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

8 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
9 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
10 pursuant to Labor Code section 2699(a); and

11 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
12 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
13 by Labor Code section 2699(f).

14 237. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
15 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney’s fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: December 6, 2024

CROSNER LEGAL, PC

By: 

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