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on behalf of themselves and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RASHAD SALAMI, ERIC MORALES, and
EFRAIN BAILON, themselves and on behalf
of all others similarly situated,

Plaintiffs,

v.

METROPOLITAN WAREHOUSE &
DELIVERY CORP., a New Jersey
corporation; PARTNERS PERSONNEL-
MANAGEMENT RESOURCES, LLC, a
Delaware limited liability company;
PARTNERS PERSONNEL-
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company;
ADECCO USA, INC., a Delaware
corporation; TODD VODA, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI2304898

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

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similarly situated
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Plaintiffs RASHAD SALAMI, ERIC MORALES, and EFRAIN BAILON, on behalf of themselves and all others similarly situated, allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Metropolitan Warehouse & Delivery Corp., and any of its respective subsidiaries or affiliated companies within the State of New Jersey (“Metro”); Partners Personnel-Management Resources, LLC, and any of its respective subsidiaries or affiliated companies within the State of Delaware (“Partners Personnel-Management Resources”); Partners Personnel-Management Services, LLC, and any of its respective subsidiaries or affiliated companies within the State of Delaware (“Partners Personnel-Management Services”); Adecco USA, Inc., and any of its respective subsidiaries or affiliated companies within the State of Delaware (“Adecco”); and Todd Voda (“Voda” and collectively, with Metro, Partners Personnel-Management Resources, Partners Personnel-Management Services, Adecco, and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. ("PAGA"), against Defendants, as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, et seq., Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees").

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1 **PARTIES**

2 **A. Plaintiffs**

3 3. Plaintiff RASHAD SALAMI is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
6 loading and off-loading trucks, confirming everything was in order, and managing machinery.
7 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants
8 from approximately March 2018 through approximately December 2021.

9 4. Plaintiff ERIC MORALES is a resident of the State of California. At all relevant
10 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
12 loading trailers, scanning boxes, and organizing boxes for movement. Plaintiff is informed and
13 believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately June
14 2018 through approximately December 2020.

15 5. Plaintiff EFRAIN BAILON is a resident of the State of California. At all relevant
16 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
18 assisting in warehouse operations, loading and unloading deliveries, and preparing goods for
19 distribution. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for
20 Defendants from approximately April 2022 through approximately May 2024.

21 **B. Defendants**

22 6. Plaintiffs are informed and believe, and based thereon allege, that defendant
23 Metropolitan Warehouse & Delivery Corp. (“Metro”) is, and at all times relevant hereto was, a
24 corporation organized and existing under the laws of the State of New Jersey and doing business in
25 the County of Riverside, State of California. Plaintiffs are informed and believe, and based thereon
26 allege, that Metro is a “client employer” within the meaning of Labor Code section 2810.3 that
27 procures outsourced/temporary staffing and payroll services from staffing agencies, including but
28 not limited to Partners Personnel-Management Resources, LLC; Partners Personnel-Management

1 Services, LLC; and Adecco USA, Inc. At all relevant times herein, Metro employed Plaintiffs and
2 similarly situated employees within the State of California.

3 7. Plaintiffs are informed and believe, and based thereon allege, that defendant Partners
4 Personnel-Management Resources, LLC is, and at all times relevant hereto was, a limited liability
5 company organized under the laws of the State of Delaware and doing business in the County of
6 Riverside, State of California. At all relevant times herein, Partners Personnel-Management
7 Resources employed Plaintiffs and similarly situated employees within the State of California.

8 8. Plaintiffs are informed and believe, and based thereon allege, that defendant Partners
9 Personnel-Management Services, LLC is, and at all times relevant hereto was, a limited liability
10 company organized under the laws of the State of Delaware and doing business in the County of
11 Riverside, State of California. At all relevant times herein, Partners Personnel-Management Services
12 employed Plaintiffs and similarly situated employees within the State of California.

13 9. Plaintiffs are informed and believe, and based thereon allege, that defendant Adecco
14 USA, Inc. is, and at all times relevant hereto was, a corporation organized under the laws of the
15 State of Delaware and doing business in the County of Riverside, State of California. At all relevant
16 times herein, Adecco employed Plaintiffs and similarly situated employees within the State of
17 California.

18 10. Plaintiffs are informed and believe and based thereon allege that defendant Voda is,
19 and at all times relevant hereto was, an individual residing in California, as well as the Vice President
20 of Operations of Metro, and DOES 1 through 100, as further defined below.

21 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
22 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
23 who therefore sue said defendants by such fictitious names under Code of Civil Procedure section
24 474. Plaintiffs are informed and believe, and based thereon allege, that each of the defendants
25 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
26 herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
27 capacities of the defendants designated hereinafter as DOES when such identities become known.
28 Plaintiffs are informed and believe, and based thereon allege, that each defendant acted in all

1 respects pertinent to this action as the agent of the other defendant(s), carried out a joint scheme,
2 business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally
3 attributable to the other defendants. Whenever reference is made to “Defendants,” it shall include
4 Metro, Partners Personnel-Management Resources, Partners Personnel-Management Services,
5 Adecco, and any of their parent, subsidiary, or affiliated companies within the State of California,
6 as well as Voda and DOES 1 through 100 identified herein.

7 **JOINT LIABILITY ALLEGATIONS**

8 12. Plaintiffs are informed and believe, and based thereon allege, that at all times
9 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
10 representative, joint venturer, or co-conspirator of each of the other defendants, either actually or
11 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
12 employment, joint venture, and conspiracy.

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

22 14. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
23 thereon allege, that Defendants, and each of them, are joint employers.

24 **JURISDICTION**

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

27 16. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
28 sections 392, et seq. because, among other things, Riverside County is where the causes of action

1 complained of herein arose; the county in which the employment relationship began; the county in
2 which performance of the employment contract, or part of it, between Plaintiffs and Defendants
3 were due to be performed; and the county in which the employment contract, or part of it, between
4 Plaintiffs and Defendants was actually performed. Moreover, the unlawful acts alleged herein have
5 a direct effect on Plaintiffs and Class Members in Riverside County, and because Defendants
6 employ numerous Class Members in Riverside County.

7 17. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
8 Defendants during the applicable statutory period and suffered one or more of the Labor Code
9 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil
10 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
11 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
12 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
13 employees of Defendants during the Civil Penalty Period.

14 18. During the period beginning one (1) year preceding the provision of notice to the
15 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
16 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
17 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
18 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.3, and 2810.5, among others.

19 19. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
20 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
21 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
22 specified in Labor Code section 2699.3.

23 20. On or around September 7, 2024, Plaintiff EFRAIN BAILON provided written
24 notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt
25 requested, of Defendants’ violation of various, including the herein-described, provisions of the
26 Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants,
27 and each of them.

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21. Plaintiff EFRAIN BAILON also provided Defendants, and each of them, with notice under Labor Code section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and hour violations under Labor Code section 2810.3 on September 7, 2024 by certified mail with return receipt requested.

22. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty -five (65) calendar days of the September 7, 2024 postmarked date of the herein-described notice sent by Plaintiff EFRAIN BAILON to the LWDA and Defendants

FACTUAL BACKGROUND

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

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

25. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs, Class Members, and other Aggrieved Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on

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

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

10 27. For at least three (3) years prior to the filing of this action and continuing to the
11 present, Defendants have, at times, failed to pay Plaintiffs, Class Members, and other Aggrieved
12 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
13 resignation as required by Labor Code sections 201, 202, and 203 including for, without limitation,
14 failing to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to
15 Labor Code section 227.3.

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

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

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1 30. For at least three (3) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to indemnify Plaintiffs, Class Members, and other
3 Aggrieved Employees, or some of them, for the costs incurred in using cellular phones for work-
4 related purposes; and purchasing tools necessary to perform work duties.

5 31. At all relevant times mentioned herein, Defendants have had a policy or practice of
6 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
7 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
8 any calendar month shall be paid for between the 16th and 26th day of the month during which the
9 labor was performed, and labor performed between the 16th and the last day, inclusive of any
10 calendar month, shall be paid for between the 1st and 10th day of the following month.”

11 32. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
13 situated employees or former employees within the State of California with the rights provided to
14 them under the Healthy Workplace, Healthy Families Act of 2014, codified at Labor Code section
15 245, *et seq.*

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

24 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to provide Plaintiffs and other Aggrieved Employees with or permit them inspection of
26 records pertaining to their employment, including wage statements and similar payroll documents,
27 under Labor Code section 226, documents signed to obtain or hold employment under Labor Code
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1 section 432, personnel records under Labor Code section 1198.5, and time records under Labor
2 Code section 1174, to the detriment of Plaintiff and all other Aggrieved Employees.

3 35. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
5 and experience they obtained at Defendants for purposes of competing with Defendants, including,
6 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
7 a prospective employer, and from disclosing who else works at Defendants and under what
8 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
9 and believe that this policy and/or practice violates Business and Professions Code sections 17200,
10 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
11 Code sections 232, 232.5, and 1197.5, subdivision (k).

12 36. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
13 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
14 to their managers or outside to private attorneys or government officials, among others, in violation
15 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
16 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies
17 and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information
18 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
19 of Labor Code section 232 and 232.5.

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

27 38. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
28 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,

1 227.3, 245 et seq., 510, 512, 1194, 1194.2, 1197, 2802, 2699, and California Code of Regulations,
2 title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
3 missed meal and rest periods, failure to pay timely wages, waiting-time penalties, wage-statement
4 penalties, failure to indemnify work-related expenses, failure to pay vested vacation time at the
5 proper rate of pay, and reasonable attorneys' fees and costs.

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

12 40. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor
13 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
14 the California Labor Code as described above, including on behalf of Plaintiffs and other aggrieved
15 employees pursuant to the Private Attorneys' General Act of 2004 ("PAGA").

16 **CLASS ACTION ALLEGATIONS**

17 41. Plaintiffs bring this action on behalf of themselves and Class Members as a class
18 action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all
19 current and former non-exempt employees of Defendants within the State of California at any time
20 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
21 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

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1 **A. Numerosity**

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

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

10 **B. Commonality**

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

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
14 worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?

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- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to pay Class Members in a timely fashion as required under
6 Labor Code section 204?
- 7 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
8 losses incurred in direct consequence of the discharge of their duties or by obedience
9 to the directions of Defendants as required under Labor Code section 2802?
- 10 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
11 with compensation at their final rate of pay for vested paid vacation time.
- 12 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
13 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 14 N. Are Class Members entitled to restitution of wages under Business and Professions
15 Code section 17203?
- 16 O. Are Class Members entitled to costs and attorneys' fees?
- 17 P. Are Class Members entitled to interest?

18 **C. Typicality**

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

24 **D. Adequacy of Representation**

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

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

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

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

58. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

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

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

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

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

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

64. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

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

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

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

1 at the Class Member's regular rate of compensation on the occasions that Class Members were not
2 provided compliant meal periods.

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

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

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

14 **FOURTH CAUSE OF ACTION**

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

16 72. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

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

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

27 75. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare

Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

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

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

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

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

FIFTH CAUSE OF ACTION

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

80. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

///

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

8 83. Plaintiffs are informed and believes, and based thereon alleges, that in the three (3)
9 years before the filing of the Complaint in this Action through the present, Defendants, due to the
10 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
11 Members all wages earned prior to resignation or termination in accordance with Labor Code
12 sections 201 or 202.

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

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

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

26 87. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
27 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
28 waiting time penalties, interest, and their costs of suit, as well.

1 **SIXTH CAUSE OF ACTION**

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

3 88. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

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

7 90. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
8 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
9 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
10 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
12 employer, among other things.

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

21 92. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
22 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
23 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
24 provided wage statements that Defendants knew were not accurate.

25 93. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
26 suffered injury. The absence of accurate information on Class Members' wage statements at times
27 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
28 mathematical computations to determine the amount of wages owed; causes difficulty and expense

1 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
2 about wages and amounts deducted from wages to state and federal governmental agencies, among
3 other things.

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

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

12 **SEVENTH CAUSE OF ACTION**

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

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

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

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

23 99. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
24 independent and apart from, any other penalty provided in this article, every person who fails to pay
25 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
26 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
27 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
28

1 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld.”

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

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

12 102. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
13 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
14 penalties, interest, and their costs of suit, as well.

15 **EIGHTH CAUSE OF ACTION**

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

17 103. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

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

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

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

1 107. During that time period, Plaintiffs are informed and believe, and based thereon allege
2 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and
3 Class Members for those losses and/or expenditures.

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

7 109. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
8 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
9 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
10 costs of suit.

11 **NINTH CAUSE OF ACTION**

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

13 110. Plaintiffs re-allege and incorporate by reference all of the allegations contained in
14 the preceding paragraphs of this Complaint as though fully set forth hereon.

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

20 112. Plaintiffs are informed and believe, and based thereon alleges that, at all times
21 relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid
22 vacations, and that Plaintiffs' employment contract with Defendants included paid vacations.

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

27 114. As a proximate result of Defendants' failure to pay vested vacation at the final rate
28 of Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor

1 Code section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at
2 their final rate of pay, as set out in Defendants' policy or the contract of employment between
3 Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

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

7 **TENTH CAUSE OF ACTION**

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

9 116. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
10 preceding paragraphs as though fully set forth hereat.

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

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

24 119. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
25 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
26 Code and requiring the establishment of appropriate and effective means to prevent further
27 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
28 including interest thereon, in which they had a property interest and which Defendants nevertheless

1 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
2 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
3 enriched by their failure to comply with the Labor Code.

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

6 **ELEVENTH CAUSE OF ACTION**

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

8 121. Plaintiffs re-allege and incorporate by reference all of the allegations contained in
9 the preceding paragraphs of this Complaint as though fully set forth hereon.

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

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

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

23 124. At all relevant times herein, Defendant have had a consistent policy or practice of
24 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
25 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
26 Aggrieved Employees are entitled to recover civil penalties for Defendant’s violations of Labor
27 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
28 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee

1 for each subsequent violation in connection with each payment that was made in violation of Labor
2 Code section 204.

3 B. Civil Penalties Under Labor Code § 226.3

4 125. Defendant had and have a policy or practice of failing to comply with Labor Code
5 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
6 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
7 wages earned; the name and address of each employer with whom they have been placed to work;
8 all applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
10 entity securing the employer's services if the employer is a farm labor contractor; and other such
11 information as required by Labor Code section 226, subdivision (a).

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

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

19 128. Plaintiff are informed and believe, and based thereon allege, that Defendant had and
20 have a policy or practice of failing to furnish non-exempt employees, including, without limitation,
21 Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total hours
22 worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding
23 number of hours worked at each hourly rate in effect during the pay period; the legal name of the
24 employer and/or the name and address of the legal entity securing the employer's services if the
25 employer is a farm labor contractor; and other such information as required by Labor Code section
26 226, subdivision (a).

27 129. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
28 entitled to recover civil penalties for Defendant's violation of Labor Code section 226, subdivision

1 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
2 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
3 period for each subsequent violation.

4 C. Violation of Labor Code § 558

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

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

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

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

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

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

28 ///

1 D. Violation of Labor Code § 1174.5

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

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

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

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

26 137. Plaintiff are informed and believe, and based thereon allege, that Defendant have
27 willfully failed to keep adequate or accurate time records including wage statements and similar
28 payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 E. Violation of Labor Code § 1197.1

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

- 14 i. For any initial violation that is intentionally committed, one hundred dollars (\$100)
15 for each underpaid employee for each pay period for which the employee is
16 underpaid. This amount shall be in addition to an amount sufficient to recover
17 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
18 penalties imposed pursuant to Section 203.
- 19 ii. For each subsequent violation for the same specific offense, two hundred fifty dollars
20 (\$250) for each underpaid employee for each pay period for which the employee is
21 underpaid regardless of whether the initial violation is intentionally committed. This
22 amount shall be in addition to an amount sufficient to recover underpaid wages,
23 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
24 pursuant to Section 203.
- 25 iii. Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."
28

1 140. Plaintiff are informed and believe, and based thereon allege, that Defendant caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendant, without
3 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
4 hours worked or otherwise under Defendant's control due to, without limitation, routinely failing to
5 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
6 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
7 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
8 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

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

15 F. Civil Penalties Under Labor Code § 2699

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

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

1 144. Plaintiff are informed and believe, and based thereon allege that Defendant, and each
2 of them, violated the Labor Code sections described herein, including, without limitation, for the
3 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
4 claimed as part of the minimum wage, the regular payday designated by Defendant, the name of the
5 employer, including “doing business as” names used, the name, address, and telephone number of
6 the workers’ compensation insurance carrier, information regarding paid sick leave, and other
7 pertinent information required to be disclosed by Defendant under Labor Code section 2810.5,
8 failing to provide Plaintiff and other Aggrieved Employees with the amount of paid sick leave
9 required to be provided pursuant to California and local laws.

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

13 **DEMAND FOR JURY TRIAL**

14 146. Plaintiffs demand a trial by jury on all causes of action contained herein.

15 **PRAYER**

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

- 18 A. An order certifying this case as a Class Action;
19 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs’
20 counsel as class counsel;
21 C. Damages for all wages earned and owed, including minimum, overtime wages and
22 unpaid wages for vested vacation time, under Labor Code sections 510, 1194, 1197
23 and 1199 and 227.3;
24 D. Liquidated damages pursuant to Labor Code section 1194.2;
25 E. Damages for unpaid premium wages from missed meal and rest periods under,
26 among other Labor Code sections, 512 and 226.7;
27 F. Penalties for inaccurate wage statements under Labor Code section 226,
28 subdivision (e);

- 1 G. Waiting time penalties under Labor Code section 203;
2 H. Penalties to timely pay wages under Labor Code section 210;
3 I. Damages under Labor Code sections 2802;
4 J. Preliminary and permanent injunctions prohibiting Defendants from further
5 violating the California Labor Code and requiring the establishment of appropriate
6 and effective means to prevent future violations;
7 K. Restitution of wages and benefits due which were acquired by means of any unfair
8 business practice, according to proof;
9 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3,
10 558, 1174.5, 1197.1, 2699, and 2802, and all other applicable sections listed *infra*
11 L. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, 2699, 2802, and all other applicable sections listed
13 *infra*;
14 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
15 N. For costs of suit incurred herein; and
16 O. For such other and further relief as the Court deems just and proper.

17
18 Dated: January 7, 2026

BIBIYAN LAW GROUP, P.C.

19 BY: /s/ Brandon M. Chang

20 BRANDON M. CHANG
21 Attorneys for Plaintiffs RASHAD SALAMI AND
22 ERIC MORALES and on behalf of themselves and all
others similarly situated

23 Dated: January 7, 2026

MOON LAW GROUP, P.C.

24 BY: /s/ Jacquelyne VanEmmerick

25 KANE MOON
26 JACQUELYNE VANEMMERIK
27 Attorneys for Plaintiff EFRAIN BAILON and
28 on behalf of himself and all others similarly
situated

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

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