

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (866) 276-7637
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff DEANNA TIRY
8 on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN JOAQUIN**

11 DEANNA TIRY, on behalf of the State of
California and all Aggrieved Employees,

12 Plaintiff,

13
14 v.

15 BET INFORMATION SYSTEMS, INC., a
16 Delaware Corporation; and DOES 1-100,
inclusive,

17 Defendants.
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Case No.: STK-CV-VCE-2024- 18626

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

FILED

2024 DEC 31 PM 2:33

STEPHANIE BOHRER, CLERK

BY ~~MARCOS GOMEZ~~

COPY

FAXED

1 Plaintiff, DEANNA TIRY, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants BET
3 INFORMATION SYSTEMS, INC., a Delaware Corporation; and DOES 1-100, inclusive
4 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and
5 thereon alleges as follows:

6 **INTRODUCTION**

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

11 **JURISDICTION AND VENUE**

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

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

22 **THE PARTIES**

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

25 5. PLAINTIFF worked for DEFENDANTS as a survey merchandiser and/or similar
26 title(s) and/or position(s) from in or around 2018 through in or around the end of October 2023.
27 PLAINTIFF’s job duties included, but were not limited to, providing inventory services for various
28 retail locations/stores located in including but not limited to, Tracy, Modesto and Stockton, among

1 other cities in California.

2 6. Defendant BET INFORMATION SYSTEMS, INC. is a Delaware Corporation that,
3 at all relevant times, was authorized to do business within the State of California and is doing
4 business in the State of California.

5 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the retail
6 locations, stores, facilities and/or other location(s) in California, including but not limited to the
7 retail locations, stores, facilities and/or other location(s)in including but not limited to, in the Bay
8 Area in California, and other counties, cities, areas and/or neighborhoods throughout California.
9 DEFENDANTS operate business under including but not limited to, the name(s) "Survey.com."
10 DEFENDANTS, through its various locations, serve, including but not limited to, the consumer
11 goods and services industry.

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

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

1 **JOINT LIABILITY**

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

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

26 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
27 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
28 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices

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

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

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

1 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
2 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
3 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

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

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

12 **PAGA ALLEGATIONS**

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

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

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

1 19. DEFENDANTS are Liable for All Temporary Agency Workers

2 20. Labor Code section 2810.3 requires a client employer to share with a labor contractor
3 all civil legal responsibility and civil liability for all workers supplied by that labor contractor in
4 California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to
5 the labor contractor legal duties or liabilities under workplace safety provisions with respect to
6 workers provided by the labor contractor. It defines a client employer as a business entity that
7 obtains or is provided workers to perform labor within the usual course of business from a labor
8 contractor. It defines a labor contractor as an individual or entity that supplies workers, either with
9 or without a contract, to a client employer to perform labor within the client employer's usual course
10 of business. DEFENDANTS, and each of them, qualify as a client employer under Labor Code
11 section 2810.3 for purposes of liability.

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

13 21. PLAINTIFF, on October 18, 2024, through counsel, gave written notice by online
14 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
15 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
16 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
17 certified mail.

18 22. The PAGA Notice outlined PLAINTIFF's claims for violations of the California
19 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
20 Employees.

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

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

1 **FACTUAL ALLEGATIONS**

2 25. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
3 title(s) of survey merchandiser and/or similar title(s) from in or around 2018 through in or around
4 the end of October 2023.

5 26. PLAINTIFF's job duties included, but were not limited to, providing inventory
6 services for various retail locations/stores located in including but not limited to, Tracy, Modesto
7 and Stockton, among other cities in California.

8 27. PLAINTIFF regularly worked at least four (4) to ten (10) hours per day.

9 28. At times, DEFENDANTS compensated PLAINTIFF on a solely flat-rate and/or
10 piece-rate basis (e.g., per job completed).

11 29. At times, PLAINTIFF was compensated with an hourly rate for time counted by
12 DEFENDANTS as hours worked.

13 30. Based on information and belief, at times, PLAINTIFF and other Aggrieved
14 Employees were also compensated with non-discretionary compensation, including but not limited
15 to, bonus/incentive pay and/or other non-discretionary compensation.

16 31. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
17 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
18 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
19 Employees for all hours worked by virtue of, DEFENDANTS' automatic deduction and time
20 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
21 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
22 below.

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

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

4 34. For example, based on information and belief, DEFENDANTS instituted a piece-
5 rate-based compensation scheme that resulted in pay periods during which Aggrieved Employees
6 were denied the minimum wage for all hours worked. For example, on information and belief,
7 DEFENDANTS paid Aggrieved Employees and/or PLAINTIFF on a strictly piece-rate basis (e.g.,
8 per job completed and/or a flat percentage of invoice for service performed/job completed), at least
9 during some pay periods, during the relevant time period. However, based on information and belief,
10 DEFENDANTS failed to separately compensate Aggrieved Employees for all non-piece rate related
11 activities/all non-productive time, including but not limited to, all rest breaks, travel time between
12 jobs/assignments, time spent preparing for jobs/assignments, time spent completing work-related
13 paperwork and/or reviewing DEFENDANTS' policies and or standby and/or waiting time between
14 jobs and/or tasks, time spent accessing and/or troubleshooting DEFENDANTS' electronic
15 systems/apps, time spent communicating with DEFENDANTS, including but not limited to, time
16 spent updating DEFENDANTS as to the status of jobs/assignments, time spent communicating with
17 DEFENDANTS regarding customers/clients and/or scheduling and/or other work tasks and/or time
18 spent purchasing, compiling and/or maintaining work tools, equipment and/or supplies required to
19 perform their assigned job duties, and/or performing work duties that otherwise fall outside of the
20 piece-rate pay criteria. DEFENDANTS' failure to separately compensate PLAINTIFF and other
21 Aggrieved Employees for their rest periods and/or other non-productive time and/or failure to
22 compensate them at the correct rates for all non-productive time including rest periods resulted in
23 the failure to pay PLAINTIFF and other Aggrieved Employees for all hours worked and violations
24 of California wage and hour laws, including but not limited to, Labor Code sections 226.2 and/or
25 1197. Based on information and belief, DEFENDANTS further failed to include this information
26 on these employees' wage statements required by Labor Code section 226.2.

27 35. Based on information and belief, Aggrieved Employees were also pressured to
28 complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals

1 and expectations. For example, based on information and belief, Aggrieved Employees were
2 required to complete off-the-clock work outside of scheduled shifts due to including but not limited
3 to, work-related phone calls and/or messages they received to their phones and/or mobile devices
4 and were required to respond to, including but not limited to, communications from
5 supervisors/other employees/DEFENDANTS' customers/clients regarding scheduling and/or other
6 work tasks, resulting in the underpayment of wages owed to Aggrieved Employees.

7 36. Based on information and belief, at times, Aggrieved Employees were required to
8 spend time either reinitiate/initiate and/or otherwise troubleshoot the system prior to being able to
9 clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from
10 meal periods, resulting in off-the-clock work and the underpayment of wages owed to Aggrieved
11 Employees. This time spent under DEFENDANTS' control, including but not limited to, all time
12 spent logging in, booting up, shutting down, and/or troubleshooting DEFENDANTS' apps and/or
13 electronic systems was not recorded and not compensated and resulted in unpaid minimum wages
14 owed to Aggrieved Employees.

15 37. Based on information and belief, DEFENDANTS failed to pay Aggrieved
16 Employees split shift premium wages when they worked split shifts during the relevant period. For
17 example, based on information and belief, at times, DEFENDANTS required Aggrieved Employees
18 to work two separate shifts in the same day. Based on information and belief, DEFENDANTS failed
19 to pay Aggrieved Employees split shift compensation whenever Aggrieved Employees' work
20 schedules were interrupted by non-paid non-working periods established by DEFENDANTS, which
21 resulted in a violation of the applicable Wage Order (See section 4 of all applicable Wage orders,
22 "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in
23 addition to the minimum wage for that workday...). See, also, Cal. Code Regs. Tit. 8, § 11050 (when
24 an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition
25 to the minimum wage for that workday, except when the employee resides at the place of
26 employment). DEFENDANTS also failed to separately itemize these split shift premium wages on
27 Aggrieved Employees' wage statements, in violation of Labor Code sections 510, 1194 and all
28 applicable IWC Wage Orders. See, https://www.dir.ca.gov/dlse/split_shift.htm. (The employer

1 must itemize the premium payment on the pay stub provided to the employee, and it should be
2 shown as a separate category such as “Split Shift Premium” and should not be lumped into another
3 category such as wages, bonus, etc. DEFENDANTS failed to separately account for the split shift
4 premiums earned by Aggrieved Employees on their wage statements.

5 38. Based on information and belief, DEFENDANTS failed to pay Aggrieved
6 Employees the applicable California State Minimum Wage and/or the minimum wage for the county
7 and/or city within which the Aggrieved Employee worked in California. For example, based on
8 information and belief, when DEFENDANTS compensated PLAINTIFF on an hourly basis for time
9 counted by DEFENDANTS as hours worked, DEFENDANTS failed to pay PLAINTIFF at an
10 hourly rate that was at least the California State Minimum Wage in effect for that time period, in
11 violation of California law.

12 39. Based on information and belief, Aggrieved Employees were not compensated for
13 all time spent booting up, logging into, initiating and/or reinitiating DEFENDANTS’ computer
14 systems/electronic systems, resulting in pre-shift off-the-clock work and/or off-the-clock work
15 during unpaid meal periods and the underpayment of minimum wages and overtime wages owed to
16 Aggrieved Employees.

17 40. Based on information and belief, DEFENDANTS failed to pay AGGRIEVED
18 EMPLOYEES for time they were required to spend completing orientation, policy questionnaires,
19 and/or time spent completing the onboarding process including but not limited to reviewing various
20 documents and policies provided by DEFENDANTS. Based on information and belief,
21 DEFENDANTS failed to pay Aggrieved Employees for time they were required to spend
22 completing orientation, policy questionnaires, and/or time spent completing the onboarding process
23 including but not limited to reviewing various documents and policies provided by DEFENDANTS.
24 Based on information and belief, this work time was completed off-the-clock and was not
25 compensated.

26 41. Based on information and belief, DEFENDANTS implemented a time-rounding
27 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
28 compensable time because the time-rounding system implemented by DEFENDANTS would

1 almost always, if not always, result in understating actual compensable work time.

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

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

13 44. Based on information and belief, DEFENDANTS failed and continue to fail to pay
14 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
15 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
16 a work week, in violation of California's overtime laws.

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

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

28 47. Based on information and belief, DEFENDANTS had actual and/or constructive

1 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
2 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
3 underpayment of minimum wages owed to PLAINTIFF and other Aggrieved Employees, in
4 violation of California's minimum and overtime wage laws.

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

8 49. Based on information and belief, DEFENDANTS failed and continue to fail to pay
9 Aggrieved Employees two times their regular rate of pay for time worked beyond twelve (12) hours
10 per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in
11 a work week, in violation of California's overtime laws.

12 50. Based on information and belief, to the extent DEFENDANTS paid overtime
13 premiums at all, DEFENDANTS calculated the owed overtime rate(s) based on an hourly rate that
14 was less than the minimum wage established for the State of California, resulting in the
15 miscalculation and underpayment of overtime wages owed to those Aggrieved Employees.

16 51. Based on information and belief, to the extent overtime premiums were paid at all,
17 DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited
18 to, shift differential pay, piece rate/commission compensation, bonus pay/incentive pay, multiple
19 base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the
20 owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed
21 to PLAINTIFF and other Aggrieved Employees.

22 52. For example, as described herein, based on information and belief, DEFENDANTS
23 compensated PLAINTIFF and other Aggrieved Employees with non-discretionary bonus/incentive
24 pay and/or other non-discretionary compensation during pay periods in which PLAINTIFF and
25 other Aggrieved Employees worked overtime, however, DEFENDANTS failed to incorporate all
26 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
27 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
28 Aggrieved Employees.

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

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

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

15 56. For example, based on information and belief, PLAINTIFF and other Aggrieved
16 Employees were frequently, if not always, forced to skip their meal periods completely in order to
17 complete assigned job duties, take interrupted, late/shortened meal periods and/or remain on-duty
18 during any purported meal periods due to the need to continue assigned job duties, resulting in
19 consistently denied meal periods. Based on information and belief, DEFENDANTS did not provide
20 first and/or second meal periods to PLAINTIFF and other Aggrieved Employees. Based on further
21 information and belief, DEFENDANTS did not pay any meal period premiums to PLAINTIFF and
22 other Aggrieved Employees for these missed and/or otherwise legally noncompliant meal periods
23 and/or did not pay a proper meal period premium for each missed and/or otherwise legally
24 noncompliant meal period, in violation of California meal period law.

25 57. Based on information and belief, DEFENDANTS implemented policies and/or
26 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
27 during unpaid meal periods.

28 58. Based on information and belief, DEFENDANTS required Aggrieved Employees to

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

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

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

13 61. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
14 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
15 information and belief, DEFENDANTS did not have a written meal period policy, nor did
16 DEFENDANTS have any sort of compliant policy in practice.

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

23 63. Based on information and belief, DEFENDANTS had actual and/or constructive
24 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
25 were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in
26 violation of California's meal period laws.

27 64. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
28 additional hour of wages at their respective regular rates of compensation for each workday a lawful

1 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
2 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
3 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
4 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
5 compensation for purposes of calculating the owed meal period premium.

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

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

14 67. Based on information and belief, DEFENDANTS did not have a have a compliant
15 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
16 practice.

17 68. For example, based on information and belief, PLAINTIFF and other Aggrieved
18 Employees were frequently, if not always, unable to take compliant rest periods due to their need to
19 complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable
20 rest area and/or had purported rest periods restricted to DEFENDANTS' premises/their
21 workstations.

22 69. Based on information and belief, DEFENDANTS did not have a rest period policy
23 and practice in place, nor did DEFENDANTS at any time communicate to PLAINTIFF and other
24 Aggrieved Employees that PLAINTIFF and other Aggrieved Employees were entitled to a net, ten-
25 minute, off-duty rest period every four (4) hours worked or major fraction thereof and/or
26 discouraged the taking of off-duty, net ten (10) minute rest periods.

27 70. Based on further information and belief, DEFENDANTS did not pay any rest period
28 premiums to PLAINTIFF and other Aggrieved Employees for these missed and/or otherwise legally

1 noncompliant rest periods and/or did not pay a proper rest period premium for each missed and/or
2 otherwise legally noncompliant rest period.

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

6 72. Based on information and belief, DEFENDANTS did not have a lawful policy,
7 instruction, or practice as to the taking, timing, or duty-free nature of rest periods.

8 73. Based on information and belief, Aggrieved Employees' rest periods were
9 interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and
10 constraints of their job duties, and/or due to commentary from supervisors/managers pressuring
11 them to skip rest periods completely or otherwise take non-compliant rest periods.

12 74. Moreover, based on information and belief, DEFENDANTS failed to provide any
13 form of a third rest period and/or a legally noncompliant rest period on shifts lasting longer than ten
14 hours.

15 75. Based on information and belief, DEFENDANTS implemented policies and/or
16 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
17 DEFENDANTS' control during rest periods. For example, based on information and belief, at times
18 Aggrieved Employees were required to monitor and respond to work-related communication
19 devices, for example, radios and/or other work-related communication devices during rest periods
20 and thereby were not relieved of all duties and DEFENDANTS' control during rest periods.

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

24 77. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
25 which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in
26 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
27 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
28 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,

1 shift differential pay, and/or other non-discretionary compensation into the regular rate of
2 compensation for purposes of calculating the owed rest period premium.

3 78. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
4 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
5 with Labor Code section 226.

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

14 80. To the extent DEFENDANTS issued wage statements at all, DEFENDANTS' issued
15 wage statements to PLAINTIFF and all Aggrieved Employees that also failed to indicate the earned
16 gross and net wages earned during the pay period, the correct applicable rates of pay for all hours
17 worked, and the "total hours worked" by PLAINTIFF and all Aggrieved Employees (by virtue of
18 rounded time entries, automatic deduction for meal periods/failure to relieve Aggrieved Employees
19 of all duties and employer control during unpaid meal periods, payment according to scheduled
20 hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices
21 described above), which results in a violation of Labor Code section 226(a).

22 81. Failure to list all hours worked on a wage statement, gives rise to an inference of
23 injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
24 1308, 1337).

25 82. Based on information and belief, any wage statements issued by DEFENDANTS
26 failed to list the inclusive dates and/or correct inclusive dates of the pay period for which the
27 Aggrieved Employee is being paid, in violation of Labor Code section 226(a)(2) and/or Labor Code
28 section (a)(6). For example, based on information and belief, at times, DEFENDANTS issued wage

1 statements to Aggrieved Employees containing payment for hours worked during previous pay
2 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate
3 pay period for pay, further failing to list the total hours worked for the pay period, including but not
4 limited to, the total hours worked for the pay period the pay corresponds with.

5 83. Separately, based on information and belief, any wage statements issued by
6 DEFENDANTS to Aggrieved Employees failed to list the total hours worked, total gross wages
7 and/or total net wages, in violation of including but not limited to, Labor Code section 226 (a)(2),
8 226(a)(5) and/or 226(a)(1).

9 84. Based on information and belief, DEFENDANTS either failed to issue wage
10 statements and/or DEFENDANTS issued wage statements to Aggrieved Employees that fail to
11 accurately list the number of piece-rate units earned and any applicable piece rate if the employee is
12 paid on a piece-rate basis, in violation of Labor Code section 226(a)(3).

13 85. Based on information and belief, to the extent wage statements were issued at all,
14 DEFENDANTS issued wage statements to Aggrieved Employees that fail to accurately list all
15 deductions, in violation of Labor Code section 226(a)(4).

16 86. DEFENDANTS' failure to accurately list all hours worked on all wage statements
17 caused confusion to PLAINTIFF and caused and continue to cause confusion to the Aggrieved
18 Employees over whether they received all wages owed to them. PLAINTIFF and Aggrieved
19 Employees were injured by DEFENDANTS' failure to provide accurate wage statements.

20 87. In addition, because of the violations detailed above, including but not limited to, not
21 paying regular and overtime wages for all hours worked, not paying all sick leave wages at the
22 proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated
23 California Labor Code § 226 by willfully failing to furnish PLAINTIFF and all Aggrieved
24 Employees with accurate, itemized wage statements. As described herein, based on information and
25 belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation
26 earned during the pay period into the overtime pay rate calculation, and as such, failed to display the
27 proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved
28 Employees.

1 88. Based on information and belief, wage statements issued by DEFENDANTS failed
2 to list all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9) due
4 to DEFENDANTS' failure to list an overtime rate category at all and/or failure to list a category
5 containing the proper overtime rate.

6 89. Moreover, based on information and belief, DEFENDANTS either failed to issue
7 wage statements at all to PLAINTIFF and other Aggrieved Employees and/or issued wage
8 statements to PLAINTIFF that further violate Labor Code section 226(a), by among other things,
9 failing to list the correct name and/or address of the legal entity that is the employer, in violation of
10 Labor Code section 226(a)(8).

11 90. As a result, the wage statements provided to PLAINTIFF and other Aggrieved
12 Employees were not accurate and did not include all of the statutorily required information.

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

16 92. **Violation of Labor Code Section 226.2.** Labor Code section 226.2 requires an
17 employer to pay employees compensated on a piece-rate basis separately for rest and recovery
18 periods and nonproductive time, apart from any piece-rate pay. This statute further requires an
19 employer to include on the wage statements for these employees the total hours of compensable rest
20 and recovery period, the total hours for other non-productive time, the rates of compensation for
21 these hours, and the gross wages paid for these hours. In addition, the statute requires that employees
22 shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the
23 higher of: (i) an average hourly rate determined by dividing the total compensation for the
24 workweek, exclusive of compensation for rest and recovery periods and any premium compensation
25 for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods,
26 or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to
27 employees compensated on a commission basis.

28 93. Based on information and belief, DEFENDANTS failed to compensate Aggrieved

1 Employees who were paid solely on a piece rate and/or commission basis separately for the rest
2 periods and nonproductive time, and/or failed to pay them for this time at the correct rates.

3 94. For example, based on information and belief, at times, DEFENDANTS
4 compensated PLAINTIFF and other Aggrieved Employees on a solely piece-rate and/or flat-rate
5 basis (e.g., per job completed), however, DEFENDANTS failed to compensate PLAINTIFF and
6 other Aggrieved Employees who were paid solely on a piece rate and/or commission basis
7 separately for all owed rest periods, nonproductive time and/or failed to pay them for this time at
8 the correct rates.

9 95. Based on information and belief, DEFENDANTS further failed to include this
10 information on Aggrieved Employees' wage statements. As such, DEFENDANTS failed to comply
11 with Labor Code section 226.2.

12 96. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
13 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
14 to said employee." Based on information and belief DEFENDANTS made unlawful deductions
15 from Aggrieved Employees' paychecks during the relevant period including without limitation,
16 deducting business costs, including without limitation, vehicle expenses, cost of cell phone use/other
17 business expenses, unlawfully deducting transaction fees/pay/money card fees and/or deducting
18 costs advanced by DEFENDANTS.

19 97. For example, DEFENDANTS regularly failed to reimburse PLAINTIFF for business
20 expenses, including but not limited to, for cell phone/data usage, vehicle usage and/or cost of
21 uniforms/work clothing/ hand tools/equipment each pay period, thereby deducting business costs
22 from PLAINTIFF's earned wages each pay period, in violation of including but not limited to, Labor
23 Code Section 221.

24 98. Also, based on information and belief, DEFENDANTS charged Aggrieved
25 Employees fee(s) for processing their payroll checks and deducts these charges from NON-
26 Aggrieved Employees' earned wages, in violation of Labor Code section, 221, 222, and/or 2802.
27 For example, based on information and belief, DEFENDANTS charge Aggrieved Employees a
28 fee(s) of at least four (4) to five (5) percent of their paycheck for payroll processing, which

1 DEFENDANTS unlawfully deduct from their earned wages, further requiring these Aggrieved
2 Employees to sign these unlawful payroll processing agreements and/or other unlawful agreements
3 as a condition of employment, in violation of including but not limited to, Labor Code Section 432.5.

4 99. The above-described practices are in violation of including but not limited to, Labor
5 Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section
6 2699.

7 100. **Violation of Labor Code Section 212 and 213.** Based on information and belief,
8 at times, DEFENDANTS required Aggrieved Employees to be paid their paychecks via money/pay
9 card despite not getting their authorization to be paid by money card in violation of Labor Code
10 Sections 212 and 213. Based on information and belief, at times Aggrieved Employees did not
11 receive wage statements, nor did they have online access to same. Moreover, based on information
12 and belief, the money cards required Aggrieved Employees to incur fees in violation of Labor Code
13 Section 212. Furthermore, Aggrieved Employees were improperly required to incur business
14 expenses that are supposed to be the responsibility of the employer, including but not limited to,
15 fees incurred in connection with the money cards, in violation of including but not limited to, Labor
16 Code Section(s) 2802, 212, 221, and/or 222.

17 101. **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.

23 102. 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, hand tools/equipment, uniforms/work clothing/work shoes/personal
26 protective/safety gear and the use of PLAINTIFF's and other Aggrieved Employees' personal cell
27 phones/mobile devices, internet and/or data usage for work-related purposes and/or the use of
28 PLAINTIFF's and other Aggrieved Employees' personal vehicles.

1 103. For example, based on information and belief, PLAINTIFF and other Aggrieved
2 Employees were required to receive and respond to work-related calls and/or messages on their
3 personal cell phones / mobile devices from including but not limited to supervisors and/or other
4 employees/DEFENDANTS' clients/customers regarding scheduling and/or other work tasks and/or
5 were required to download and use work-related applications on their personal cell phones/mobile
6 devices but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.
7 For example, DEFENDANTS required PLAINTIFF to download and regularly use work-related
8 applications, including without limitation, an employee timekeeping application, for clocking in and
9 out for PLAINTIFF's shifts each day, however, DEFENDANTS did not provide PLAINTIFF with
10 any and/or full reimbursement for the business expenses PLAINTIFF incurred in connection
11 therewith, such as but not limited to, increased data plan charges.

12 104. DEFENDANTS also required PLAINTIFF and other Aggrieved Employees to
13 download work-related application(s) and regularly use work-related application on their personal
14 cell phone(s) / mobile device(s), including but not limited to, DEFENDANTS' company application
15 for including but not limited to, receiving their work schedules/assignments, employee timekeeping
16 application(s) and/or other work-related application(s), however, DEFENDANTS failed to provide
17 PLAINTIFF and other Aggrieved Employees with any and/or full reimbursement for these business
18 expenses incurred as a result of being required to use their personal cell phones / personal devices
19 to carry out their assigned job duties, including without limitation, increased data plan charges.

20 105. DEFENDANTS also required PLAINTIFF to use PLAINTIFF's personal cell
21 phone/mobile device for work including but not limited to, for sending/making and/or responding
22 to work-related calls/messages to/from DEFENDANTS and/or DEFENDANTS' clients/customers,
23 however, DEFENDANTS did not provide PLAINTIFF with any and/or full reimbursement for these
24 business expenses, including but not limited to, increased data plan charges.

25 106. Based on information and belief, Aggrieved Employees were not reimbursed for the
26 business use of their personal vehicles, including mileage, wear and tear and/or cost of fuel when
27 they were required to drive around and/or between job sites, and/or otherwise use their personal
28 vehicles in carrying out the duties assigned by DEFENDANTS.

1 107. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
2 vehicle(s) to drive between job sites as assigned by DEFENDANTS and/or to otherwise carry out
3 PLAINTIFF's assigned job duties, however, DEFENDANTS failed to provide PLAINTIFF with
4 any and/or full reimbursement for the business expenses PLAINTIFF incurred in connection with
5 being required to use PLAINTIFF's personal vehicle(s) to carry out PLAINTIFF's assigned job
6 duties, including without limitation, reimbursement for mileage, cost of fuel, and/or cost of wear
7 and tear on the vehicle(s).

8 108. Notably, DEFENDANTS did not require PLAINTIFF to keep track of, record and/or
9 notate PLAINTIFF's total work-related mileage for the purpose of quantifying any proper mileage
10 reimbursement amounts. At times and/or arbitrarily, DEFENDANTS provided PLAINTIFF with a
11 small amount of reimbursement for some of these business expenses, but any amount provided did
12 not reimburse PLAINTIFF for all necessary business expenses PLAINTIFF incurred as legally
13 required under California law.

14 109. As such, DEFENDANTS failed to compensate Aggrieved Employees at the legally
15 mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant
16 period.

17 110. Moreover, by charging Aggrieved Employees' fees to receive their earned wages /
18 paychecks, including but not limited to, payroll processing fees and/or other fees/costs,
19 DEFENDANTS failed to reimburse Aggrieved Employees for DEFENDANTS' business expenses,
20 including without limitation, payroll processing fees and/or other fees/business costs.

21 111. As explained above, based on information and belief, Aggrieved Employees were
22 not reimbursed for the cost of using personal phone(s)/personal device(s) for work-related purposes,
23 personal vehicle expenses/expenses, DEFENDANTS' fees/other business costs and/or the cost of
24 purchasing and/or maintaining hand tools/work equipment.

25 112. Based on information and belief, DEFENDANTS regularly failed to reimburse and
26 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
27 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable
28 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties

1 assigned by DEFENDANTS.

2 113. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
3 for all reasonable expenses associated with carrying out their duties required that Aggrieved
4 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
5 2802.

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

11 115. Upon separation of employment, Aggrieved Employees' final paychecks were not
12 timely provided, and/or were not timely provided with all owed vacation pay/ and/or paid time off
13 and/or did not include all wages owed.

14 116. For example, upon the separation of PLAINTIFF's employment, in or around the
15 end of October 2023, DEFENDANTS did not provide PLAINTIFF with any final paycheck. Instead,
16 DEFENDANTS charged PLAINTIFF a processing fee, demanding PLAINTIFF pay
17 DEFENDANTS the processing fee as a condition of receiving PLAINTIFF's final paycheck, which
18 PLAINTIFF refused to do. As such, PLAINTIFF's final paycheck was not timely provided and/or
19 did not include all wages owed as it was devoid of, including but not limited to, allowed minimum
20 wages, overtime wages, premium wages, vacation pay and/or paid time off wages at the properly
21 accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate
22 including non-discretionary compensation, including but not limited to, any owed shift
23 differentials). Therefore, DEFENDANTS are in violation of Labor Code section 201 and/or Labor
24 Code section 202 as to PLAINTIFF.

25 117. As such, DEFENDANTS violated Labor Code sections 201 and/or 202, subjecting
26 DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256.

27 118. **Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
28 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow

1 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
2 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
3 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
4 limited to, any owed shift differentials) to Aggrieved Employees upon separation of employment,
5 in violation of California law, including but not limited to, Labor Code section 227.3.

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

10 **120.** Based on information and belief, DEFENDANTS have a policy and practice of
11 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
12 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
13 office or agency of DEFENDANTS in the county where the work was performed, in violation of
14 Labor Code Section 208.

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

23 **122.** DEFENDANTS have failed and continue to fail to keep accurate and complete
24 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
25 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
26 employer control during unpaid meal periods, failure to record the true start and end times of meal
27 periods, shift start times and shift end times, and other off-the-clock work policies and practices
28 described herein.

1 **123. Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
2 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS
3 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the
4 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the
5 accrued sick leave hours on the correct number of hours worked (as a result of the
6 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
7 times/other required off-the-clock work including but not limited to unpaid meal periods) and by
8 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but
9 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
10 compensation into the sick leave pay rate calculation.

11 **124.** Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
12 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
13 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
14 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
15 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
16 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
17 used sick leave and the balance of paid sick leave.

18 **125.** Based on information and belief, throughout the relevant time period,
19 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and
20 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for
21 this failure, PLAINTIFF and all Aggrieved Employees would have used their paid sick leave at least
22 prior to their respective separations, for as on several occasions thereafter, he or she would have
23 been entitled to use the banked sick leave and earn appropriate compensation.

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

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

5 128. **Unlawful Agreements-Unlawful Criminal History Inquiries.**

6 Unlawful Agreements.

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

17 130. Labor Code section 432.6(a), provides that "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..."Based on information and belief,
20 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
21 signed as a condition of employment, including but not limited to, during the onboarding process.
22 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
23 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
24 invalid waivers are otherwise unlawful under Labor Code section 432.6.

25 131. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
26 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
27 432.5.

1 Unlawful Inquires into Criminal History

2
3 132. Labor Code section 432.7 prohibits an employer from asking applicants about past
4 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
5 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
6 convictions on its employment application, in violation of California law.

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

12 134. **Violation of Labor Code Section 432.6.** Based on information and belief,
13 DEFENDANTS require/required Aggrieved Employees to waive their right to first and/or second
14 meal periods as a condition of working for DEFENDANTS in violation of California law. As such,
15 DEFENDANTS violated including but not limited to, Labor Code section 432.6 by virtue of
16 including but not limited to, requiring Aggrieved Employees to sign invalid meal period waivers as
17 a condition of employment and/or for threatening, retaliating and/or discriminating against and/or
18 terminating Aggrieved Employees because of their refusal to waive their meal period rights.

19 135. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
20 engaged in these same herein described unlawful practices, which led to violations of the California
21 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
22 unlawful practices to all of its employees that it applied to PLAINTIFF.

23 **FIRST CAUSE OF ACTION**
24 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
25 **2698, ET SEQ.**
26 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
27 **Defendants)**

28 136. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

Failure to Keep Accurate Records

 137. California Labor Code § 1174 requires employers to keep “accurate and complete”

1 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
2 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
3 times during which all owed meal periods were provided each day.

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

9 139. DEFENDANTS' failure to keep "accurate and complete" payroll records for
10 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
11 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
12 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
13 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
14 period during which the referenced statutes and Wage Order provisions were violated.¹

15 **Meal Period Violations**

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

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

24 142. Employers covered by any and all applicable IWC Wage Orders have an obligation
25 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
26 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is

27 _____
28 ¹ Labor Code § 2699(f)

1 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
2 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
3 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
4 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
5 provided”).

6 143. Employers must pay employees an additional hour of wages at the employees’
7 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
8 meal period, first meal period provided after five (5) hours, second meal period provided after 10
9 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
10 provide an employee a meal period in accordance with the applicable provision of this Order, the
11 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
12 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

13 144. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
14 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
15 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
16 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
17 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
18 periods completely.

19 145. Based on information and belief, DEFENDANTS had and continue to have a policy
20 of rounding the start and end times of employees’ meal periods and/or automatically deducting
21 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF
22 and Aggrieved Employees did not receive compliant meal periods.

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

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

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

6 149. These unlawful meal period policies and practices result in violations of Labor Code
7 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
8 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
9 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
10 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

11 **Rest Period Violations**

12 150. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
13 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
14 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
15 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
16 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
17 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
18 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
19 1029). The rest period requirement obligates employers to permit and authorize employees to take
20 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
21 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
22 257. If the employer fails to provide any required rest period, the employer must pay the employee
23 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
24 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
25 applicable IWC Wage Order, §12(B).

26 151. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
27 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
28 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest

1 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
2 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
3 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
4 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
5 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
6 “onus is on the employer to clearly communicate the authorization and permission [to take rest
7 periods] to its employees.”).

8 152. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
9 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
10 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
11 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
12 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
13 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

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

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

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

27 156. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
28 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties

1 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

2 **Minimum and Overtime Wage Violations**

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

10 158. California law also provides that employees in California must be paid overtime,
11 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
12 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
13 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
14 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
15 consecutive day of work in a work week. *Ibid.*

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

23 160. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
24 Aggrieved Employees for all hours worked.

25 161. Based on information and belief, DEFENDANTS had actual or constructive
26 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
27 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
28 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the

1 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
2 Employees.

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

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

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

16 165. Based on information and belief, DEFENDANTS further violated California's
17 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
18 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
19 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
20 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
21 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
22 other Aggrieved Employees.

23 166. Based on information and belief, at times, Aggrieved Employees that were subject
24 to an AWS, were sent home early and/or worked less hours than those that were scheduled under
25 the AWS. On such shortened shifts, Aggrieved Employees were entitled to overtime pay at 1.5 times
26 the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Aggrieved
27 Employees their base rate for all hours worked on the shortened shift(s) in violation of the alternative
28 workweek schedule, and in violation of California Labor Code section 510, the applicable Wage

1 Order, and Labor Code section 1198. As such, Aggrieved Employees that were subject to an AWS
2 were also deprived of all owed overtime wages when required to work shortened shifts.

3 167. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
4 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
5 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
6 Wage Orders, section 20.

7 **Statutory Wage Violations**

8 168. California Labor Code section 223 makes it unlawful for an employer to secretly pay
9 wages lower than required by statute while purporting to pay legal wages. As described above,
10 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
11 earned minimum and overtime compensation for all hours worked which resulted in the payment of
12 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
13 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
14 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
15 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
16 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
17 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
18 Labor Code § 2699(f)-(g).

19 **Refusal to Make Payment**

20 169. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
21 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
22 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
23 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
24 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
25 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
26 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
27
28

1 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

2 **Standard Conditions of Labor Violations**

3 170. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
4 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
5 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
6 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS’
7 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
8 minimum/overtime wages and other violations described herein result in separate violations of
9 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
10 1197.1 and 2699.

11 **Business Expense Violations**

12 171. California law requires employers to indemnify their employees for all necessary
13 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
14 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
15 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
16 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
17 incurred by the employee enforcing the rights granted by this section.”

18 172. Among other things, under California law, when employees must use their personal
19 cellphones for work-related purposes, the employer must reimburse them for a reasonable
20 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
21 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
22 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
23 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
24 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
25 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

26
27 ² 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).

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

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

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

11 176. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
12 Employees have suffered injury in that they were not completely reimbursed as mandated by
13 California law.

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

18 178. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
19 Employees have suffered injury in that they were not completely reimbursed as mandated by
20 California law.

21 179. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
22 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
23 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
24 Code § 2802 and the applicable Wage Order.

25 **Wage Statement Violations**

26 180. California law requires every employer semi-monthly or at the time of each payment
27 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
28 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of

1 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
2 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
3 is paid; (7) the name of the employee and only the last four digits of his or her social security number
4 or an employee identification number other than a social security number; (8) the name and address
5 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

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

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

25 183. As explained above, wage statements issued by DEFENDANTS failed to list the
26 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
27 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
28 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices

described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

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

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

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

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

190. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and Aggrieved Employees with accurate, itemized wage statements.

191. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved Employees have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and

1 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
2 submission of inaccurate information about wages and amounts deducted from wages to state and
3 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
4 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
5 and pay records than if DEFENDANT had complied with its legal obligations.

6 192. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
7 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
8 during which the statute provisions were violated. ³

9 **Violation of Labor Code Section 226.2**

10 193. Labor Code section 226.2 requires an employer to pay employees compensated on a
11 piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any
12 piece-rate pay. This statute further requires an employer to include on the wage statements for these
13 employees the total hours of compensable rest and recovery period, the total hours for other non-
14 productive time, the rates of compensation for these hours, and the gross wages paid for these hours.
15 In addition, the statute requires that employees shall be compensated for rest and recovery periods at
16 a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by
17 dividing the total compensation for the workweek, exclusive of compensation for rest and recovery
18 periods and any premium compensation for overtime, by the total hours worked during the
19 workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case
20 law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

21 194. Based on information and belief, DEFENDANTS failed to compensate Aggrieved
22 Employees who were paid solely on a piece rate and/or commission basis separately for the rest
23 periods and nonproductive time, and/or failed to pay them for this time at the correct rates.

24 195. For example, based on information and belief, at times, DEFENDANTS
25 compensated PLAINTIFF and other Aggrieved Employees on a solely piece-rate and/or flat-rate
26 basis (e.g., per job completed), however, DEFENDANTS failed to compensate PLAINTIFF and
27 other Aggrieved Employees who were paid solely on a piece rate and/or commission basis

28 ³ Labor Code § 226.3 (establishing that the civil penalty is “per employee per violation”).

1 separately for all owed rest periods, nonproductive time and/or failed to pay them for this time at
2 the correct rates.

3 196. Based on information and belief, DEFENDANTS further failed to include this
4 information on Aggrieved Employees' wage statements. As such, DEFENDANTS failed to comply
5 with Labor Code section 226.2.

6 **Unlawful Deductions**

7 197. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from
8 an employee any part of wages theretofore paid by said employer to said employee." Based on
9 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees'
10 paychecks during the relevant period including without limitation, deducting business costs,
11 including without limitation, vehicle expenses, cost of cell phone use/other business expenses,
12 unlawfully deducting transaction fees/pay/money card fees and/or deducting costs advanced by
13 DEFENDANTS.

14 198. For example, DEFENDANTS regularly failed to reimburse PLAINTIFF for business
15 expenses, including but not limited to, for cell phone/data usage, vehicle usage and/or cost of
16 uniforms/work clothing/ hand tools/equipment each pay period, thereby deducting business costs
17 from PLAINTIFF's earned wages each pay period, in violation of including but not limited to, Labor
18 Code Section 221.

19 199. Also, based on information and belief, DEFENDANTS charged Aggrieved
20 Employees fee(s) for processing their payroll checks and deducts these charges from NON-
21 Aggrieved Employees' earned wages, in violation of Labor Code section, 221, 222, and/or 2802.
22 For example, based on information and belief, DEFENDANTS charge Aggrieved Employees a
23 fee(s) of at least four (4) to five (5) percent of their paycheck for payroll processing, which
24 DEFENDANTS unlawfully deduct from their earned wages, further requiring these Aggrieved
25 Employees to sign these unlawful payroll processing agreements and/or other unlawful agreements
26 as a condition of employment, in violation of including but not limited to, Labor Code Section 432.5.

27 200. The above-described practices are in violation of including but not limited to, Labor
28 Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section

1 2699.

2 **Violation of Labor Code Section 212 and 213**

3 201. Based on information and belief, at times, DEFENDANTS required Aggrieved
4 Employees to be paid their paychecks via money/pay card despite not getting their authorization to
5 be paid by money card in violation of Labor Code Sections 212 and 213. Based on information and
6 belief, at times Aggrieved Employees did not receive wage statements, nor did they have online
7 access to same. Moreover, based on information and belief, the money cards required Aggrieved
8 Employees to incur fees in violation of Labor Code Section 212. Furthermore, Aggrieved
9 Employees were improperly required to incur business expenses that are supposed to be the
10 responsibility of the employer, including but not limited to, fees incurred in connection with the
11 money cards, in violation of including but not limited to, Labor Code Section(s) 2802, 212, 221,
12 and/or 222.

13 **Sick Leave Violations**

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

21 203. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
22 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
23 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
24 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
25 Aggrieved Employees' intelligent exercise of their paid sick leave.

26 204. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
27 their paid sick leave at least prior to their respective separations, for as on several occasions
28 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate

1 compensation.

2 205. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
3 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
4 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
5 were entitled to the maximum number of hours accruable.

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

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

12 208. On information and belief, PLAINTIFF alleges that all of these practices were
13 experienced and continue to be experienced by other Aggrieved Employees.

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

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

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

24 211. Based on information and belief, DEFENDANTS had and continue to have a
25 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
26 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
27 at the properly accrued rates (including but not limited to any owed shift differential pay) to
28 Aggrieved Employees upon separation of employment, in violation of California law, including but

1 not limited to, Labor Code section 227.3.

2 **Untimely Payment of Final Wages**

3 212. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
4 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
5 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
6 employee not having a written contract for a definite period quits his or her employment, his or her
7 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
8 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
9 to his or her wages at the time of quitting.”

10 213. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
11 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
12 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
13 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
14 section 256. See, *Iskanian v. CLS Transportation Orange, LLC*, 59 Cal.4th 348 (2014); see also,
15 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

16 214. Based on information and belief, upon separation of employment, Aggrieved
17 Employees’ final paychecks were not timely provided, and/or were not timely provided with all
18 owed vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor
19 Code section 201-202. Based on information and belief, PLAINTIFF’s and other Aggrieved
20 Employees’ final paychecks did not include all wages owed as they are devoid of, including but not
21 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay and/or all paid
22 time off wages at the properly accrued rates (including but not limited to any owed shift differential
23 pay).

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

1 violation of including but not limited to Labor Code section 201-202.

2 216. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
3 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
4 256.

5 **Violation of Labor Code Section 208**

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

10 218. Based on information and belief, DEFENDANTS have a policy and practice of
11 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
12 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
13 office or agency of DEFENDANTS in the county where the work was performed, in violation of
14 Labor Code Section 208.

15 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

16 *Unlawful Agreements.*

17 219. Labor Code section 432.5 provides that “no employer...shall require any employee
18 or applicant for employment to agree, in writing, to any term or condition which is known by such
19 employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required
20 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
21 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
22 nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful
23 meal period waivers, unlawful commissions agreements, unlawful forum selection clauses and/or
24 choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition
25 of obtaining and/or continuing employment in violation of Labor Code section 432.5.

26 220. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
27 employment, continued employment, or the receipt of any employment-related benefit, require any
28 applicant for employment or any employee to waive any right...”Based on information and belief,

1 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
2 signed as a condition of employment, including but not limited to, during the onboarding process.
3 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
4 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
5 invalid waivers are otherwise unlawful under Labor Code section 432.6.

6 221. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
7 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
8 432.5.

9 Unlawful Inquires into Criminal History

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

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

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

24 **Violation of Labor Code Section 432.6**

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

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

4 227. Labor Code Section 432.6(b) provides in pertinent part:

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

7 229. Based on information and belief, DEFENDANTS require/required Aggrieved
8 Employees to waive their right to first and/or second meal periods as a condition of working for
9 DEFENDANTS in violation of California law. As such, DEFENDANTS violated including but not
10 limited to, Labor Code section 432.6 by virtue of including but not limited to, requiring Aggrieved
11 Employees to sign invalid meal period waivers as a condition of employment and/or for threatening,
12 retaliating and/or discriminating against and/or terminating Aggrieved Employees because of their
13 refusal to waive their meal period rights.

14 230. Under the provisions of PAGA and the above mentioned Labor Code sections,
15 including but not limited to Labor Code sections 201-203, 208, 210, 212, 213, 216, 221-223, 225.5,
16 226, 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,
17 1197, 1197.1, 1198, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
18 interpretations of these laws by California Courts and administrative bodies, as well as any other
19 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

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

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

26 231. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
27 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 30, 2024

CROSNER LEGAL, PC

By: 

Jamie K. Serb, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
DEANNA TIRY