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10 as an aggrieved employee, and on behalf of
11 all other aggrieved employees

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Superior Court of California
County of Santa Cruz
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Karen Broughton



12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SANTA CRUZ**

14 ENRIQUE RUIZ, as an aggrieved employee,
15 and on behalf of all other aggrieved employees
16 under the Labor Code Private Attorneys'
17 General Act of 2004,

18 Plaintiff,

19 v.

20 IMAGINE SUPPORTED LIVING
21 SERVICES, a California nonprofit
22 corporation; and DOES 1 through 100,
23 inclusive,

24 Defendants.

CASE NO.: 25CV00240

REPRESENTATIVE ACTION

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

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

1 Plaintiff ENRIQUE RUIZ (“Plaintiff”), as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against IMAGINE
7 SUPPORTED LIVING SERVICES, a California nonprofit corporation, and any of its subsidiaries
8 or affiliated companies within the State of California (“IMAGINE”), as a proxy of the Labor and
9 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
10 all other current and former non-exempt employees of Defendants working within the Civil Penalty
11 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
12 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
13 Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212,
14 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8,
15 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to represent all employees of IMAGINE and
16 DOES 1 through 100, as well as their respective parents, subsidiaries, and affiliates (hereinafter,
17 collectively, “Defendants”) working within three years preceding the date of this filing and
18 continuing past the date of this filing into perpetuity (“Civil Penalty Period”). On all other claims
19 mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working
20 within the Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved
21 Employees” herein.

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

24 3. Venue is proper in Santa Cruz County, California pursuant to Code of Civil
25 Procedure section 392, *et seq.*, because, among other things, Santa Cruz County is where the causes
26 of action complained of herein arose; the county in which the employment relationship began; the
27 county in which performance of the employment contract, or part of it, between Plaintiff and
28 Defendants was due to be performed; the county in which the employment contract, or part of it,

1 between Plaintiff and Defendants was actually performed; and the county in which Defendants, or
2 some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
3 and Aggrieved Employees in Santa Cruz County, and because Defendants employ Aggrieved
4 Employees in Santa Cruz County.

5 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
6 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
7 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
8 to recover civil penalties under PAGA, as amended, plus reasonable attorneys’ fees and costs, for
9 Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
10 Penalty Period.

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

15 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
16 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5,
17 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246,
18 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102,
19 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1,
20 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5,
21 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of
22 Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code
23 sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage
24 Orders.

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

1 8. On or around October 18, 2024, Plaintiff provided written notice pursuant to Labor
2 Code section 2699.3, online and by certified mail, with return receipt requested, of Defendants'
3 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
4 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

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

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

23 13. Plaintiff is further informed and believes that within five (5) years of any of
24 violations described above, the LWDA or a court has issued a finding or determination to the
25 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
26 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
27 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were
28 found to have unlawfully committed some or all of the above-related Labor Code violations, and

1 thus is/are subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i),
2 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code
3 sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice.
4 Regardless, as Defendants' conduct giving rise to the violations detailed herein was and is malicious,
5 fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code
6 section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are **not** eligible
7 for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or
8 after the Employer's receipt of this notice.

9 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
10 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
11 calendar days of the October 18, 2024, postmarked date of the herein-described notice sent by
12 Plaintiff to the LWDA and Defendants.

13 **PAGA REPRESENTATIVE ALLEGATIONS**

14 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
16 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
17 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
18 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
19 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
20 clock, including, without limitation, by requiring employees: to come early to work and leave late
21 work without being able to clock in for all that time, to suffer under Defendants' control due to long
22 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
23 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
24 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
25 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
26 checks off the clock; failing to include all forms of remuneration, including non-discretionary
27 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
28 remuneration into the regular rate of pay for the pay periods where overtime was worked and the

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

24 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
26 Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants’
27 control every day as a result of, without limitation, failing to accurately track and/or pay for all
28 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,

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

26 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
28 minimum wages for all hours worked or otherwise under Defendants' control every day as a result

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

20 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
23 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
25 periods; not providing timely meal periods; failing to provide first and second meal periods;
26 providing short meal periods, including without, limitation meal periods that were recorded for less
27 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
28 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable

1 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
2 during the meal period, having to undergo security or bag checks during the meal period, and /or
3 having to retrieve and store personal belongings during the meal period; requiring that employees
4 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
5 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
6 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
7 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
8 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to
9 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during
10 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
11 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
12 Code section 226.7. However, Plaintiff is informed and believes that those premium payments
13 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
14 at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant
15 to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
16 governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant
17 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
18 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
19 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
20 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
21 Code section 2699(f)(2)(B)(ii).

22 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
24 including, without limitation, work over four-hour periods (or major fractions thereof) without
25 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
26 and complete ten-minute rest periods in which the employees are completely relieved of all of their
27 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
28 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten

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

23 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 maintain policies or practices of failing to maintain adequate temperatures which created excessive
25 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
26 comfortable working environments, as required under California Code of Regulations Title 8,
27 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
28 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage

1 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
2 consistent with industry-wide standards for the nature of the process and the work performed.
3 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible
4 means to reduce excessive heat or humidity created by the work process to provide reasonable
5 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that
6 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed
7 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and
8 change rooms during hours of use Plaintiff is further informed and believes, and based thereon
9 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from
10 taking cooldown periods every day as required under California Code of Regulations, Title 8,
11 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
12 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally
13 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
14 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396
15 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
16 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
17 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
18 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
19 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
20 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
21 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under
22 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)
23 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either
24 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.
25 Defendants would also be liable for their failures to provide comfortable levels of temperatures to
26 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable
27 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
28 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the

1 taking of compliant rest periods and for failing to provide premium pay under Labor Code section
2 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
3 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
4 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
5 to Labor Code section 2699(f)(2)(B)(ii).

6 21. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
8 statements and similar payroll documents under Labor Code section 226, documents signed to
9 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
10 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
11 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
12 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
13 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
14 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
15 provided by the contractor under Labor Code section 1695.55, as well as the information required
16 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
17 Plaintiff and other aggrieved employees to calculate their unpaid wages and/or premium payments.
18 Employer also failed to provide these documents to Plaintiff and other Aggrieved Employees upon
19 request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775,
20 subdivision (b)(1). Plaintiff and Aggrieved Employees personally suffered these violations, which
21 in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code
22 sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code
23 sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further informed and believes, and based
24 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
25 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
26 Code section 2699(f)(2)(B)(ii).

27 22. As a result of, among other things, Defendants' herein-described policy or practice
28 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide

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

1 penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under
2 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
3 Labor Code section 2699(f)(2)(B)(ii).

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

23 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 required or require the execution of a release of claim or right on account of wages due, or to become
25 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
26 being paid, to execute a statement of the hours worked during a pay period in which Defendants
27 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
28 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved

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

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

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

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

23 27. Plaintiff is informed and believes, and based thereon alleges that Defendants also
24 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
25 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
26 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
27 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
28 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment

1 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
2 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
3 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
4 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
5 as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and
6 common law offenses. As a result, Plaintiff and other Aggrieved Employees have personally
7 suffered these violations and Defendants are liable to reimburse Plaintiff and other Aggrieved
8 Employees for these costs incurred in furtherance of work duties. Plaintiff further informed and
9 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
10 malicious, fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties
11 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
12 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

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

24 29. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
25 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
26 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
27 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
28 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that

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

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

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

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

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

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

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

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

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

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

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

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

20 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
22 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
23 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
24 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
25 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
26 employment, to adopt or follow or refrain from adopting or following a particular course or line of
27 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
28 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,

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

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

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

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

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

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

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

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

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

13 **PARTIES**

14 **A. Plaintiff**

15 44. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
16 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
17 exempt employee with duties that included, but were not limited to, assisting with bathing, toileting,
18 and administering medication to patients, as well as general housekeeping. Plaintiff is informed and
19 believes that Plaintiff worked for Defendants from approximately February of 2024 through
20 approximately September of 2024.

21 **B. Defendants**

22 45. Plaintiff is informed and believes and based thereon alleges that defendant
23 IMAGINE is, and at all times relevant hereto was, a nonprofit corporation organized and existing
24 under and by virtue of the laws of the State of California and doing business in the County of Santa
25 Cruz, State of California.

26 46. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
28 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

1 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
3 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
4 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
5 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
6 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
7 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
8 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
9 include IMAGINE, and any of its parent, subsidiary, or affiliated companies within the State of
10 California, as well as DOES 1 through 100 identified herein.

11 **JOINT LIABILITY ALLEGATIONS**

12 47. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 mentioned herein, each of the defendants was the agent, principal, employee, employer,
14 representative, joint venture or co-conspirator of each of the other defendants, either actually or
15 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
16 employment, joint venture, and conspiracy.

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

26 49. Plaintiff is informed and believes, and based thereon alleges, that despite the
27 formation of the purported corporate existence of IMAGINE, DOES 1 through 50, inclusive (the
28 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100

1 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

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

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

10 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
11 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
12 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
13 accomplishing some other wrongful or inequitable purpose;

14 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
15 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
16 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
17 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
18 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
19 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
20 herein were, the alter egos of the Individual Defendants;

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

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28 ///

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

4 50. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
5 thereon alleges that Defendants, and each of them, are joint employers.

6 51. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
7 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
8 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
9 violations described herein, or some of them.

10 **FIRST AND ONLY CAUSE OF ACTION**

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

12 52. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
13 preceding paragraphs as though fully set forth hereat.

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

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

20 54. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
21 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
22 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
23 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
24 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
25 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
26 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

27 55. At all relevant times herein, Defendants have had a consistent policy or practice of
28 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as

1 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
2 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
3 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
4 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
5 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
6 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
7 violation in connection with each payment that was made in violation of Labor Code section 204.

8 Civil Penalties Under Labor Code § 226.3

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

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

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

27 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage

1 statements as set forth in the preceding paragraphs.

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

7 Violation of Labor Code § 558

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

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

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

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

19 62. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
21 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
22 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
23 regular payday designated by employer, the name of the employer, including any "doing business
24 as" names used, the name, address, and telephone number of the workers' compensation insurance
25 carrier, information regarding paid sick leave, and other pertinent information.

26 63. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
28 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

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

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

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

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

28 ///

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

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

Violation of Labor Code § 1197.1

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

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

///

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

4 71. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
5 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
6 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
7 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
8 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
9 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
10 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
11 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

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

18 Civil Penalties Under Labor Code § 2699

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

25 74. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
26 each of them, violated the Labor Code sections described in the preceding paragraphs.

27 75. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
28 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and

1 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
2 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

6 **PRAYER**

7 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
8 judgment against Defendants as follows:

- 9 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
10 1174.5, 1197.1, and 2699;
11 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699;
13 C. For equitable, including, without limitation, injunctive relief;
14 C. Pre-judgment and post-judgment interest;
15 D. For costs of suit incurred herein; and
16 E. Such other and further relief as the Court deems just and proper.

17
18
19 Dated: January 23, 2025

BIBIYAN LAW GROUP, P.C.

20 */s/ Henry G. Glitz*

21 BY: _____

22 DAVID D. BIBIYAN
23 HENRY G. GLITZ
24 FAIK YETGIN

25 Attorneys for Plaintiff ENRIQUE RUIZ, as an
26 aggrieved employee, and on behalf of all other
27 aggrieved employees under the Labor Code
28 Private Attorneys General Act of 2004

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