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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Garcia, Deputy Clerk

4 Counsel for Plaintiff, DASHANAE
5 ARTIQUE WESTERN, as an aggrieved employee,
and on behalf of all other aggrieved employees
6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**
9

10 DASHANAE ARTIQUE WESTERN, as an
aggrieved employee, and on behalf of all other
11 aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

12 Plaintiff,

13 vs.
14

15 CENTURY THEATRES, INC., a California
corporation; and DOES 1 through 100,
16 inclusive,

17 Defendants.
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Case No. 25CMCV00121

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**

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000]

1 Plaintiff DASHANAE ARTIQUE WESTERN (“Plaintiff”), as an aggrieved employee, and on
2 behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as 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 CENTURY THEATRES,
7 INC., a California corporation, and any of its respective subsidiaries or affiliated companies within
8 the State of California (“Century Theatres”), and any of its respective subsidiaries or affiliated
9 companies within the State of California, as a proxy of the Labor and Workforce Development Agency
10 of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-
11 exempt employees of Defendants working within the Civil Penalty Period, as further defined herein,
12 and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in
13 connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201,
14 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3,
15 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527,
16 3366, 3457, and 8397.4, Plaintiff seeks to represent all employees of Century Theatres and each of
17 them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter,
18 collectively, “Defendants”) working within three years preceding the date of this letter and continuing
19 past the date of this Letter into perpetuity (“Civil Penalty Period”). On all other claims mentioned
20 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil
21 Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees” herein.

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

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

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

4 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
5 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
6 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
7 recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at Labor
8 Code section 2698, *et seq.* (“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 Penalty
10 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, 1102.5,
19 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301,
20 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5, 2673, 2800,
21 2802, 2810.3, 2810.5, 2699, 3366, 3457, 49112, 49116, and 8397.4, among others, California Code of
22 Regulations, Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200,
23 Government Code section 12952, as well as applicable Wage Orders.

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

28 8. On or around November 15, 2024, Plaintiff provided written notice pursuant to Labor

1 Code section 2699.3 online and by certified mail, of Defendants' violation of various, including the
2 herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, to
3 Defendants, and each of them.

4 9. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
5 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and
6 hour violations under Labor Code section 2810.3, by certified mail.

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

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

16 12. In the event that Defendants, or either of them, is/are determined to have, prior to this
17 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
18 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
19 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
20 2699(g)(1)-(3).

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

25 14. Plaintiff is further informed and believes that within five (5) years of any of violations
26 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
27 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus
28 Defendants, or any of them, is/are further liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them, was/were found to have
2 unlawfully committed some or all of the above-related Labor Code violations, and thus is/are subject
3 to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and
4 2699(h)(3), and is/are **not** eligible for reduced penalties under either Labor Code sections 2699(g) or
5 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the
6 Defendants' conduct giving rise to the violations detailed herein was and is malicious, fraudulent,
7 and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section
8 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced
9 penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the
10 Employer's receipt of this notice.

11 15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
12 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
13 calendar days of the November 15, 2024, postmarked date of the herein-described notice sent by
14 Plaintiff to the LWDA and Defendants.

15 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

25 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
26 of them, had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved
27 Employees with minimum wages for all hours worked or otherwise under Employer’s control every
28 day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually

1 worked; engaging, suffering, or permitting employees to work off the clock, including, without
2 limitation, by requiring employees: to come early to work and leave late work without being able to
3 clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
4 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal
5 periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
6 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
7 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
8 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of
9 employee time entries; failing to pay the minimum amounts required under Labor Code section 226.2;
10 editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay
11 split shift premiums. In addition, Plaintiff and other Aggrieved Employees were required to report to
12 work, and did report, but were not put to work and/or were furnished less than half their usual or
13 scheduled day's work without being paid for half the usual or scheduled work at their regular rate of
14 pay. As such, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated,
15 without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA),
16 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay
17 minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees personally
18 suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled to actual and
19 liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to
20 compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the
21 Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
22 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
23 Plaintiff would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to
24 timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
25 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
28 have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with

1 minimum wages for all hours worked or otherwise under Employer's control every day as a result of,
2 without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging,
3 suffering, or permitting employees to work off the clock, including, without limitation, by requiring
4 employees: to come early to work and leave late work without being able to clock in for all that time,
5 to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before
6 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working,
7 to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo
8 security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock,
9 to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or
10 texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or
11 manipulation of time entries to show less hours than actually worked; and failing to pay split shift
12 premiums. In addition, Plaintiff and other Aggrieved Employees were required to report to work, and
13 did report, but were not put to work and/or were furnished less than half their usual or scheduled day's
14 work without being paid for half the usual or scheduled work at their regular rate of pay. These acts
15 and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Plaintiff would be
16 liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief
17 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
18 alleges, that Plaintiff's conduct above gave rise to such violations was malicious, fraudulent, or
19 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
20 2699(f)(2)(B)(ii).

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

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

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

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

23 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain
24 policies or practices of failing to permit Employee and other Aggrieved Employees from taking
25 cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395;
26 rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof
27 under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally suffered these
28 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that

1 Defendants violated California Code of Regulations, Title 8, Section 3395 each day for each
2 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
3 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
4 under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by
5 Defendants to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved
6 Employee was owed compensation at a regularly hourly rate that is no less than the higher of the
7 amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Plaintiff is
8 informed and believes that those premium payments under Labor Code section 226.7, and rest and
9 recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these noncompliant
10 cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation
11 of Labor Code sections 226.2, 226.7 and 1198. Defendants would thus be liable for civil penalties
12 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
13 governed by a CBA), 223, 226.2, 558, 1198 and 2699 for both failing to authorize the taking of
14 compliant rest and recovery periods and/or cooldown and for failing to provide adequate pay under
15 Labor Code sections 226.2 and/or 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).
16 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
17 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
18 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 22. As a result of, among other things, Defendants' herein-described policy or practice of
20 failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal
21 periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest
22 periods, as described above, and due to independent failures in connection therewith, Plaintiff is
23 informed and believes, and based thereon alleges, that Defendants also intentionally failed and
24 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
25 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
26 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
27 name of the employee and only the last four digits of their social security number or an employee
28 identification number other than a social security number; all deductions; all applicable hourly rates

1 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
2 the employee; the legal name and address Defendants (and, in the case of a farm labor contractor, the
3 name and address of the legal entity that secured the services of the employer); and other such
4 information as required by Labor Code section 226, subdivision (a) , as well as Labor Code section
5 226.2 to the extent it does not include for piece-rate work the information required therein including,
6 without limitation, the quantity, rate and units worked per piece, as well as separately itemized
7 nonproductive time and rest and recovery periods. Specifically, Defendants intentionally failed to
8 furnish employees with itemized wage statements that accurately reflect the hours worked by Plaintiff
9 and other Aggrieved Employees and the rates of pay at which they were or should have been paid
10 (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross
11 and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes,
12 and based thereon alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198
13 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each
14 Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code
15 section 226 and 226.2 for each pay period worked during the PAGA Period. Plaintiff is informed and
16 believes that those penalties under Labor Code section 226 were not paid for these violations of Labor
17 Code section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
18 226.2, 226.3, 558, 1198, 1696.5 and 2699. Plaintiff is further informed and believes, and based thereon
19 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
20 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.2,
21 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
22 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
24 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
25 compensation to Plaintiff and other terminated or resigned employees, including but not limited to, all
26 overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off;
27 and all premium pay owed as set out above, including, without limitation, for failure to pay at the
28 proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes, and

1 based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5
2 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the
3 PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered these
4 violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1,
5 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Plaintiff is
6 informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were
7 not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1,
8 204.2, 205 and/or 205.5. Plaintiff is further informed and believes, and based thereon alleges, that
9 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
10 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
11 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further be liable
12 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants required
14 or require the execution of a release of claim or right on account of wages due, or to become due, or
15 made as an advance on wages to be earned, including, without limitation, as a condition of being paid,
16 to execute a statement of the hours worked during a pay period in which Defendants knew to be false.
17 As such, Plaintiff is informed and believes, and based thereon alleges that Defendants violated Labor
18 Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved Employees have personally
19 suffered these violations. Plaintiff is 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 be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
22 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
23 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
25 had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved Employees,
26 by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an
27 order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless
28 it was negotiable and payable in cash, on demand, without discount, at some established place of

1 business in the state), the name and address of which must but did not appear on the instrument, and
2 at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30
3 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding
4 with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in
5 merchandise or purporting to be payable or redeemable otherwise than in money. Plaintiff is further
6 informed and believes, and based thereon alleges, that such wages were not compensated at the
7 “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a),
8 thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Plaintiff is
9 informed and believes that Defendants, by these deductions and/or otherwise, have caused wages
10 earned by Plaintiff and Aggrieved Employees to be charged back or kicked back to Defendants.
11 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
12 Aggrieved Employees have personally suffered violations under these sections and are entitled to relief
13 under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by
14 a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Plaintiff is further informed and believes,
15 and based thereon alleges, that Plaintiff’s conduct above gave rise to such violations was malicious,
16 fraudulent, or oppressive. Defendants would thus be liable for civil penalties pursuant to Labor Code
17 sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
18 Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 26. Plaintiff is further informed and believes, and based thereon alleges that Defendants
20 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
21 Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to
22 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
23 applicable to their employment, allowances claimed as part of the minimum wage, the regular payday
24 designated by Defendants, the name of the employer, including any “doing business as” names used,
25 the name, address and telephone number of the workers’ compensation insurance carrier, information
26 regarding paid sick leave, and other pertinent information required to be disclosed by Employer under
27 Labor Code section 2810.5. Plaintiff is informed and believes that failure to provide such information,
28 including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay that

1 were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff is
2 additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves
3 a mandatory payroll or workplace injury reporting. Plaintiff is informed and believes that Defendants
4 violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved Employees personally
5 suffered these violations. Plaintiff further informed and believes, and based thereon alleges, that
6 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
7 Among other relief, employees may collect from Defendants in connection with these violations' civil
8 penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections
9 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
10 section 2699(f)(2)(B)(ii).

11 27. Plaintiff is informed and believes, and based thereon alleges that Defendants also failed
12 and refused, and continues to fail and refuse, to reimburse employees, including, without limitation,
13 Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal vehicles (i.e.,
14 mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering
15 mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and
16 maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or
17 drivers' exams taken as a condition of employment, or for compelling or coercing Plaintiff and
18 Aggrieved Employees, including applicants, to patronize in the purchase of a value or things,
19 including, without limitation, Defendants' product(s) and/or service(s), in direct consequence of the
20 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
21 Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a
22 result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
23 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred
24 in furtherance of work duties. Plaintiff further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In
26 addition, Defendants would be liable for civil penalties pursuant to Labor Code sections 558, 1198
27 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
28 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 28. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
2 have or had a policy or practice of failing to reimburse deposits made, including uniform deposits
3 together with all interest owed at the separation of employment in violation of Labor Code sections
4 404 and 1198, that Plaintiff and other Aggrieved Employees personally suffered these violations, and
5 that Plaintiff and other Aggrieved Employees are entitled to damages in the amount of the deposit and
6 accrued interest. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
7 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
8 also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief
9 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
10 to Labor Code section 2699(f)(2)(B)(ii).

11 29. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
12 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with all
13 rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor
14 Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be
15 provided pursuant to California and local laws. Plaintiff is further informed and believes that the sick
16 pay was not provided at the proper regular of pay as required under California law due to failure to
17 properly calculate the regular rate. Plaintiff is further informed and believes that Defendants also did
18 not permit its use upon request by Plaintiff and other Aggrieved Employees as contemplated under
19 California and local laws, including, without limitation, under Labor Code section 233, that permits
20 its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Plaintiff
21 is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as
22 it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll
23 or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these
24 Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved
25 Employees have personally suffered violations under these sections and Defendants would be liable
26 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and
27 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
28 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct

1 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time off
5 and vacation time owed upon separation of employment as wages at their final rate of pay in violation
6 of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and
7 applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated these Labor
8 Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
9 have personally suffered these violations and Defendants would be liable for civil penalties for
10 violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive
11 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
12 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
13 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
16 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
17 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
18 of any calendar month shall be paid for between the 16th and 26th day of the month during which the
19 labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar
20 month, shall be paid for between the 1st and 10th day of the following month." Plaintiff is informed
21 and believes and based thereon alleges that Defendants did not and do not pay Plaintiff and other
22 Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204
23 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that Defendants
24 violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have personally
25 suffered these violations. Plaintiff further informed and believes, and based thereon alleges, that
26 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
27 Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699,
28 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil

1 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

12 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
13 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
14 and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff and/or
15 Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to
16 credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff
17 and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes, and
18 based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit card
19 but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the patron
20 indicated on the credit card slip, without any deductions, for any credit card payment processing fees
21 that may be charged to the employer by the credit card company by not later than the regular payday
22 following the date the patron authorized the credit card. In addition, Defendants failed to keep accurate
23 records of all gratuities received by Defendants and made those open to inspection at all reasonable
24 hours. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections
25 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and other
26 Aggrieved Employees have personally suffered violations thereto and Defendants would be liable for
27 civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under
28 sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges,

1 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
2 Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to provide all working employees, including without limitation
5 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats. Plaintiff
6 is further informed and believes, and based thereon alleges that Defendants have failed to place an
7 adequate number of seats in reasonable proximity to the work area and/or permitted Plaintiff and other
8 aggrieved employees to use such seats when it does not interfere with the performance of their duties
9 when employees are not engaged in the active duties of their employment and the nature of their work
10 requires standing. Plaintiff and other Aggrieved Employees have personally suffered these violations.
11 Plaintiff is informed and believes that this has resulted in a violation of Labor Code section 1198. As
12 a result, Plaintiff and other Aggrieved Employees have personally suffered violations thereto and
13 Defendants would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive
14 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
15 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
16 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
20 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
21 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
22 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
23 from disclosing who else works with Defendants and under what circumstances that they might be
24 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this violates
25 Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various
26 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and
27 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these violations.
28 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above

1 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would be liable for
2 civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code
4 section 2699(f)(2)(B)(ii).

5 36. 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 disclosing
7 violations of state and federal law, either within Defendants to their managers or outside of Defendants
8 to private attorneys or government officials, among others, in violation of Business and Professions
9 Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and other
10 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
11 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
12 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
13 violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved
14 Employees personally suffered these violations of the Labor Code, and as such, these violations would
15 expose Defendants 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 is 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 37. 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 engaging in
22 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
23 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
24 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other Aggrieved
25 Employees personally suffered these violations. Plaintiff is informed and believes that this lawful
26 conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's
27 constitutional rights of freedom of speech and economic liberty and would thus expose Defendant to
28 liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under

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

4 38. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
6 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
7 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
9 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
10 employment, to adopt or follow or refrain from adopting or following a particular course or line of
11 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
12 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102, 1102.5
13 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and are thus
14 informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code
15 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
16 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
17 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
18 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants, including
20 their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved
21 Employees to agree, in writing, to terms and conditions known by Defendants (and their agents,
22 managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-
23 compete agreements, terms known to be illegal in purported arbitration agreements, purported
24 confidentiality agreements, purported severance agreements, or purported release agreements, and
25 other written documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees
26 by Defendants. And, even more specifically, Plaintiff is informed and believes, and based thereon
27 alleges, that Defendants had and have a practice or policy of requiring Plaintiff and other Aggrieved
28 Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting

1 employees from speaking with prospective employers about their work with Defendants, including
2 but not limited to their wages and working conditions. Defendants also required Plaintiff and
3 Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and
4 Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that
5 Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Plaintiff is informed and
6 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered
7 these violations, and that Defendants violated, without limitation, Labor Code section 432.5 and
8 Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages.
9 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
10 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable
11 for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief
12 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
13 to Labor Code section 2699(f)(2)(B)(ii).

14 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
15 have a practice or policy of conducting unlawful background checks on prospective and current
16 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
17 informed and believes, and based thereon alleges, that Defendants violated applicable laws by, without
18 limitation: requiring job applicants and employees to disclose their conviction history before
19 Defendants made a conditional offer of employment; inquiring into or considering the conviction
20 history of applicants before Defendants made any conditional offers of employment; considering,
21 distributing, or disseminating information about arrests not followed by conviction, referrals to or
22 participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed,
23 expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person
24 has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction
25 history background checks in connection with any applications for employment; intending to deny an
26 applicant a position of employment solely or in part because of the applicant's conviction history; and
27 asking applicants for employment to disclose, through any written form or verbally, information
28 concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court

1 disposition that occurred while the person was subject to the process and jurisdiction of the juvenile
2 court, to the detriment of Employee and other aggrieved employees. As such, Plaintiff is informed and
3 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered
4 these violations, as well as violation of Labor Code section 1198, and that Employer violated, without
5 limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling
6 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
7 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
8 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code
9 sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
10 Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
12 have a practice or policy of relying on the salary history information of an applicant for employment
13 as a factor in determining whether to offer employment to an applicant or what salary to offer the
14 applicant in violation of Labor Code section 432.3 by including, on Defendants' application for
15 employment, an inquiry regarding current and/or former salary history information, including, without
16 limitation, compensation and benefits of the applicant for employment. Plaintiff is informed and
17 believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other
18 reasons, Plaintiff is informed and believes, and based thereon alleges, that Employer has failed to pay
19 its employees at wage rates less than those paid to employees of the opposite sex and/or another race
20 or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and
21 responsibility, and/or performed under similar working conditions without sufficient legal rationale.
22 Finally, Plaintiff is informed and believes, and based thereon alleges that Employer has discharged
23 and/or discriminated and/or retaliated against Plaintiff and Aggrieved Employees by reason of an
24 action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such,
25 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
26 limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Plaintiff also alleges that Plaintiff
27 and other Aggrieved Employees personally suffered these violations, and that Plaintiff and other
28 Aggrieved Employees are entitled to damages. Plaintiff further informed and believes, and based

1 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
2 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
3 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
4 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than
2 three hours in any schoolday and/or more than eighteen (18) hours in any week. Plaintiff is further
3 informed and believes, and based thereon alleges, that Defendants had and has a policy or practice of,
4 among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work
5 for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m.,
6 and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a
7 schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Plaintiff is
8 informed and believes, and based thereon alleges, that Defendants violated, without limitation, Labor
9 Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that
10 Aggrieved Employees personally suffered these violations, and that Aggrieved Employees are entitled
11 to damages. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
13 also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301,
14 1391 and 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 43. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor Code
17 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
18 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
19 Employees pursuant to PAGA.

20 **PARTIES**

21 44. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is
22 informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt
23 employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately
24 September of 2021 through May of 2024.

25 45. Plaintiff is informed and believes and based thereon alleges that defendant CENTURY
26 THEATRES, INC. is, and at all times relevant hereto was, a corporation organized and existing under
27 and by virtue of the laws of the State of California and doing business in this County. At all relevant
28 times herein, CENTURY THEATRES, INC. employed Plaintiff and similarly situated employees

1 within the State of California.

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

15 **JOINT LIABILITY ALLEGATIONS**

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

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

1 agents and representatives.

2 49. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
3 of the purported corporate existence of CENTURY THEATRES, INC., and DOES 1 through 50,
4 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51
5 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
6 reasons:

7 (a) The Alter Ego Defendants are completely dominated and controlled by the Individual
8 Defendants who personally committed the wrongful and illegal acts and violated the laws as set forth
9 in this Complaint, and who have hidden and currently hide behind the Alter Ego Defendants to
10 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose;

11 (b) The Individual Defendants derive actual and significant monetary benefits by and
12 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as the
13 funding source for the Individual Defendants’ own personal expenditures;

14 (c) Plaintiff is informed and believes, and thereon alleges, that the Individual Defendants
15 and the Alter Ego Defendants, while really one and the same, were segregated to appear as though
16 separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing
17 some other wrongful or inequitable purpose;

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

25 (e) The recognition of the separate existence of the Individual Defendants from the Alter
26 Ego Defendants would promote injustice insofar that it would permit these defendants to insulate
27 themselves from liability to Plaintiff for violations to the Civil Code, Government Code, and other
28 statutory violations. The corporate existence of these defendants should thus be disregarded in equity

1 and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
2 herein;

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

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

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

11 **FIRST AND ONLY CAUSE OF ACTION**

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

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

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

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

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

28 55. At all relevant times herein, Defendants have had a consistent policy or practice of

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

9 Civil Penalties Under Labor Code § 226.3

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

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

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

28 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and

1 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
2 set forth in the preceding paragraphs.

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

8 Violation of Labor Code § 558

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

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

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

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

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

27 63. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover

1 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
2 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
3 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 Violation of Labor Code § 1174.5

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

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

15 66. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
16 every person employing labor in California to "[k]eep, at a central location in the state or at the plants
17 or establishments at which employees are employed, payroll records showing the hours worked daily
18 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
19 to, employees employed at the respective plants or establishments. These records shall be kept in
20 accordance with rules established for this purpose by the commission, but in any case, shall be kept
21 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
22 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units 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 and
25 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
26 of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor
27 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

1 willfully failed to keep adequate or accurate time records including wage statements and similar
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
4 under Labor Code section 1174.

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

9 Violation of Labor Code § 1197.1

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

16 (a) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
17 each underpaid employee for each pay period for which the employee is underpaid.
18 This amount shall be in addition to an amount sufficient to recover underpaid wages,
19 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
20 pursuant to Section 203.

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

27 (c) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
28 203, recovered pursuant to this section shall be paid to the affected employee."

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

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

Civil Penalties Under Labor Code § 2699

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

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

75. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

76. Moreover, Plaintiff and other Aggrieved Employees within the State of California

1 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
2 connection with their herein-described claims for civil penalties.

3 **PRAYER**

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

- 6 1. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
7 1197.1, and 2699;
- 8 2. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210,
9 226.3, 558, 1174.5, 1197.1, and 2699;
- 10 3. For equitable, including, without limitation, injunctive relief;
- 11 4. Pre-judgment and post-judgment interest;
- 12 5. For costs of suit incurred herein; and
- 13 6. Such other and further relief as the Court deems just and proper.

14 Dated: January 22, 2025

ZAGHI LAW, A.P.C.

15
16
17 By: _____



Brian Zaghi, Esq.
Counsel for Plaintiff, DASHANAE ARTIQUE
WESTERN, as an aggrieved employee, and on
behalf of all other aggrieved employees