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Clerk of the Superior Court
By V. Bahena ,Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOHN BRODERICK, an individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

LA MESA R. V. CENTER, INC, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CU028529C

**CLASS AND REPRESENTATIVE
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff JOHN BRODERICK, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against LA
6 MESA R. V. CENTER, INC., and any of its respective subsidiaries or affiliated companies within the
7 State of California (“LA MESA RV” and collectively, with DOES 1 through 100, as further defined
8 below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 This is also a representative action, pursuant to the Labor Code Private Attorneys General Act
11 of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of its
12 respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor
13 and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
14 all other current and former non-exempt employees of Defendants working within the Civil Penalty
15 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
16 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
17 Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7,
18 227.3, 232, 232.5, 233, 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101,
19 1102, 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2673, 2800, 2802,
20 2810.3, 2810.5, 2699, among others, California Code of Regulations, Title 8, Sections 1527, 3366,
21 3395, 3396, 3457, 8397.4, Business and Professions Code sections 16600, 16700, and 17200,
22 Government Code section 12952, as well as applicable Wage Orders. Plaintiff seeks to represent all
23 employees of LA MESA RV, and each of them, DOES 1 through 100, as well as their parents,
24 subsidiaries and affiliates (hereinafter, collectively, “Defendants”) working within three years
25 preceding the date of filing Notice with the LWDA and continuing past the LWDA Notice filing date
26 into perpetuity (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to
27 represent only non-exempt employees of Defendant working within the Civil Penalty Period.
28 Collectively, those employees shall be known as “Aggrieved Employees” herein.

1 **PARTIES**

2 **A. Plaintiff**

3 2. Plaintiff JOHN BRODERICK is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, selling vehicles.
6 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff JOHN BRODERICK
7 worked for Defendants from approximately June 2009 through approximately June 3, 2024.

8 **B. Defendants**

9 3. Plaintiff is informed and believes and based thereon alleges that defendant LA MESA
10 R. V. CENTER, INC. is, and at all times relevant hereto was, a corporation organized and existing
11 under and by virtue of the laws of the State of California and doing business in the County of San
12 Diego, State of California. At all relevant times herein, LA MESA R. V. CENTER, INC. employed
13 Plaintiff, all other aggrieved employees, and similarly situated employees within the State of
14 California.

15 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
16 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
17 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
18 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
19 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
20 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
21 defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed
22 and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this
23 action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all
24 respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
25 Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include LA MESA
26 RV, and any of their parent, subsidiary, or affiliated companies within the State of California and
27 DOES 1 through 100 identified herein.

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

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

7. Plaintiff is informed and believes, and based thereon allege, that there exists such a unity of interest and ownership between Defendants, and each of them, that their individuality and separateness have ceased to exist.

8. Plaintiff is informed and believes, and based thereon alleges that despite the formation of the purported corporate existence of LA MESA RV, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

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

B. The Individual Defendants derive actual and significant monetary benefits by and

1 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
2 Defendants as the funding source for the Individual Defendants' own personal
3 expenditures;

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

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

16 E. The recognition of the separate existence of the Individual Defendants and the Alter
17 Ego Defendants would promote injustice insofar that it would permit defendants to
18 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
19 Code, and other statutory violations. The corporate existence of these defendants
20 should thus be disregarded in equity and for the ends of justice because such disregard
21 is necessary to avoid fraud and injustice to Plaintiff herein;

22 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
23 Defendants (and vice versa), and the fiction of their separate corporate existence must
24 be disregarded;

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

27 **JURISDICTION**

28 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of

1 Civil Procedure section 410.10.

2 11. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
3 sections 392, et seq. because, among other things, San Diego County is where the causes of action
4 complained of herein arose; the county in which the employment relationship began; the county in
5 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
6 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
7 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
8 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in San
9 Diego County, and because Defendants employ numerous Class Members in San Diego County.

10 12. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
11 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
12 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
13 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
14 Labor Code section 2698, et seq. (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
15 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
16 Penalty Period.

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

21 14. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
22 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 233,
23 235, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174,
24 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, , 2800, 2802, 2810.5, 2699, among
25 others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4,
26 Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952,
27 as well as applicable Wage Orders.

28 15. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
2 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
3 specified in Labor Code section 2699.3.

4 16. On or around December 23, 2024, Plaintiff provided written notice pursuant to Labor
5 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
6 violation of various provisions of the Labor Code, including those provisions herein-described, to the
7 LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

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

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

17 19. In the event that Defendants, or either of them, is/are determined to have, prior to this
18 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
19 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
20 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
21 2699(g)(1)-(3).

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

26 21. Plaintiff is further informed and believes that within five (5) years of any of violations
27 described above, the LWDA or a court has issued a finding or determination to the Defendants, or
28 either of them, that its/their policy or practice giving rise to such violations was unlawful, and thus

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

12 22. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
14 calendar days of the December 23, 2024 postmarked date of the herein-described notice sent by
15 Plaintiff to the LWDA and Defendants.

16 **FACTUAL BACKGROUND**

17 23. For at least four (4) years prior to the filing of this action and continuing to the present,
18 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
19 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
20 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
21 consecutive work days in a work week without being properly compensated for hours worked in
22 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
23 worked on the seventh consecutive work day in a work week by, among other things, failing to
24 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
25 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
26 requiring Plaintiff and Class Members: to come early to work and leave late work without being able
27 to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
28 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for

1 meal periods and continue working, to clock out for rest periods, to attend company meetings off the
2 clock, to make phone calls off the clock, to drive off the clock, and/or go through security screenings
3 and/or temperature checks off the clock; failing to include all forms of remuneration, including non-
4 discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay for
5 the pay periods where overtime was worked and the additional compensation was earned for the
6 purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing
7 and/or manipulation of time entries; to the detriment of Plaintiff and Class Members.

8 24. For at least four (4) years prior to the filing of this Action and continuing to the present,
9 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
10 them, in violation of California state wage and hour laws as a result of, among other things, at times,
11 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
12 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
13 including, without limitation, by requiring Plaintiff and Class Members: to come early to work and
14 leave late work without being able to clock in for all that time, to suffer under Defendants' control
15 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks
16 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, ,
17 to attend company meetings off the clock, to make phone calls off the clock; to drive off the clock;
18 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
19 less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time
20 pay to the detriment of Plaintiff and Class Members.

21 25. For at least four (4) years prior to the filing of this Action and continuing to the present,
22 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
23 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
24 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
25 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
26 unprovided meal periods as required by California wage and hour laws.

27 26. For at least four (4) years prior to the filing of this action and continuing to the present,
28 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of

1 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
2 thereof and failed to provide compensation for such unprovided rest periods as required by California
3 wage and hour laws.

4 27. For at least three (3) years prior to the filing of this action and continuing to the present,
5 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
6 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
7 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
8 premium wages, and vacation pay pursuant to Labor Code section 227.3.

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

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

19 30. For at least three (3) years prior to the filing of this action and continuing to the present,
20 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
21 in laundering mandatory work uniforms; and mileage and/or gas costs incurred in driving personal
22 vehicles for work-related purposes.

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

27 32. For at least four (4) years prior to the filing of this action and continuing to the present,
28 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated

1 employees or former employees within the State of California with the rights provided to them under
2 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

3 33. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
4 pursuant to, including but not limited to, Labor Code sections, 201, 202, 203, 204, 226, 226.7, 227.3,
5 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8,
6 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal
7 and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure
8 to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay, other
9 such provisions of California law, and reasonable attorneys' fees and costs.

10 34. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
11 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
12 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
13 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
14 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
15 of amounts owed.

16 **PAGA REPRESENTATIVE ALLEGATIONS**

17 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
18 of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to
19 work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays
20 in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
21 wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes
22 actually worked; engaging, suffering, or permitting employees to work off the clock, including,
23 without limitation, by requiring employees: to come early to work and leave late work without being
24 able to clock in for all that time, to suffer under Employer's control due to to complete pre-shift tasks
25 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
26 working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls
27 or drive off the clock, and/or go through temperature checks off the clock; failing to include all forms
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1 of remuneration, including non-discretionary bonuses, incentive pay, and other forms of remuneration
2 into the regular rate of pay for the pay periods where overtime was worked and the additional
3 compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding
4 of employee time entries, editing and/or manipulation of time entries to show less hours than actually
5 worked, for paying straight pay instead of overtime pay, for failure to pay overtime as required by
6 Labor Code section 226.2, all to the detriment of Employee and other Aggrieved Employees.
7 Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated
8 Labor Code sections 221, 223, 510, 551, 552, 1194, 1198 and applicable Wage Orders based on its
9 practice of providing total compensation that is less than the required legal overtime compensation
10 for the overtime worked, entitling Employee and other aggrieved employees to damages, including,
11 without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved
12 Employee during the Civil Penalty Period. Employee further informed and believes, and based thereon
13 alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or
14 oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for
15 failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
16 and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section
17 2699(f)(2)(B)(ii).

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
19 of them, had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved
20 Employees with minimum wages for all hours worked or otherwise under Employer's control every
21 day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
22 worked; engaging, suffering, or permitting employees to work off the clock, including, without
23 limitation, by requiring employees: to come early to work and leave late work without being able to
24 clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
25 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
26 meal periods and continue working, to clock out for rest periods, , to attend company meetings off the
27 clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
28 detrimental rounding of employee time entries; failing to pay the minimum amounts required under

1 Labor Code section 226.2; editing and/or manipulation of time entries to show less hours than actually
2 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved Employees
3 were required to report to work, and did report, but were not put to work and/or were furnished less
4 than half their usual or scheduled day's work without being paid for half the usual or scheduled work
5 at their regular rate of pay. As such, Plaintiff is informed and believes, and based thereon alleges, that
6 Defendants violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. and
7 applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked,
8 that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff
9 and other Aggrieved Employees are entitled to actual and liquidated damages under, without
10 limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at least one unpaid
11 hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Employee further
12 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil penalties
14 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable for
16 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
18 have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
19 minimum wages for all hours worked or otherwise under Employer's control every day as a result of,
20 without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging,
21 suffering, or permitting employees to work off the clock, including, without limitation, by requiring
22 employees: to come early to work and leave late work without being able to clock in for all that time,
23 to suffer under Defendants' control due to the need to complete pre-shift tasks before clocking in and
24 post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out
25 for rest periods, to attend company meetings off the clock, to make phone calls, receive and respond
26 to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing
27 and/or manipulation of time entries to show less hours than actually worked; and failing to pay split
28 shift premiums. In addition, Plaintiff and other Aggrieved Employees were required to report to work,

1 and did report, but were not put to work and/or were furnished less than half their usual or scheduled
2 day's work without being paid for half the usual or scheduled work at their regular rate of pay. These
3 acts and/or omissions violated Labor Code sections 1198, and, thus Plaintiff would be liable for civil
4 penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections
5 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
6 Plaintiff's conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
7 Plaintiff would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
9 of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved Employees
10 during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours per day,
11 without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation
12 in lieu thereof including, each workday, without limitation: by interrupting meal periods; not
13 providing timely meal periods; failing to provide first and second meal periods; providing short meal
14 periods, including without, limitation meal periods that were recorded for less than thirty minutes, and
15 meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter
16 than thirty minutes due to time required to walk to and from a suitable break area, time spent having
17 to wait in line to clock back in, having to don and doff safety gear during the meal period, having to
18 undergo security or bag checks during the meal period, and /or having to retrieve and store personal
19 belongings during the meal period; requiring that employees carry cellular telephones or walkie-
20 talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-
21 duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or
22 during which employees worked. Plaintiff and other Aggrieved Employees personally suffered these
23 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants violated Labor Code sections 221223, 512 and 1198 each day for each Aggrieved
25 Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one
26 hour of premium pay at their regular rate of pay for each day worked during the Civil Penalty Period
27 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
28 payments under Labor Code section 226.7 were not made, either, for these non-compliant meal

1 periods, either at all or at the proper regular rate of pay. Plaintiff would thus be liable for civil penalties
2 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
3 governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant
4 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
5 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
6 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
7 or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain
10 policies or practices of compelling Plaintiff and other Aggrieved Employees every day to, including,
11 without limitation, work over four-hour periods (or major fractions thereof) without authorizing and
12 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
13 minute rest periods in which the employees are completely relieved of all of their duties, including,
14 without limitation: by failing to provide rest periods all together; failing to provide rest periods that
15 were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest
16 periods that may have encompassed a total of ten minutes but were in practice less than ten
17 uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable
18 break area, time spent having to don and doff safety gear during the rest period, having to retrieve and
19 store personal belongings during the rest period, and/or having to undergo security or bag checks
20 during the rest period, requiring that they be bundled together and/or with meal periods; interrupting
21 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not
22 providing rest periods in a timely fashion; and not permitting employees to leave the premises; and
23 otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees
24 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
25 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
26 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of
27 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
28 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under

1 Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or
2 at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants
3 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay
4 these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest
5 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
6 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
7 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
8 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain
11 policies or practices of failing to maintain adequate temperatures which created excessive heat or
12 humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
13 comfortable working environments, as required under California Code of Regulations Title 8, section
14 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed to maintain
15 temperatures at comfortable levels in violation of section 15 of the applicable Wage Orders, which
16 requires temperature be maintained in each work area to be reasonably comfortable, consistent with
17 industry-wide standards for the nature of the process and the work performed. Defendants, as required
18 by the same wage order provisions, also: failed and fails to take all feasible means to reduce excessive
19 heat or humidity created by the work process to provide reasonable comfort; failed and fails to provide
20 a heated room for Plaintiff and Aggrieved Employees so that they may retire for warmth while
21 maintaining such room at not less than 60 degrees; and/or failed and fails to maintain a temperature
22 of not less than 68 degrees in toilet rooms, resting rooms, and change rooms during hours of use
23 Plaintiff is further informed and believes, and based thereon alleges that Defendants failed and fail to
24 permit Plaintiff and other Aggrieved Employees from taking cooldown periods every day as required
25 under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by
26 Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Plaintiff
27 and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is
28 informed and believes, and based thereon alleges, that Defendants violated California Code of

1 Regulations, Title 8, Sections 3395 and 3396 each day for each Aggrieved Employee during the
2 PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their
3 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In
4 addition, for the failure each day of the PAGA Period by Defendants to provide rest and recovery
5 periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a
6 regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section
7 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those
8 premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code
9 section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and
10 recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2,
11 226.7 and/or 1198. Defendants would also be liable for their failures to provide comfortable levels of
12 temperatures to employees under the wage orders, including Section 15 thereof. Defendants would
13 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
14 wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to
15 authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
16 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 41. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
21 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
22 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
23 or hold employment under Labor Code section 432, personnel records under Labor Code section
24 1198.5, time records under Labor Code section 1174, the names and addresses of all employees
25 employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records
26 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned
27 by, and applicable piece rate paid to, employees employed at the respective place of employment
28 under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the

1 contractor under Labor Code section 1695.55, as well as the information required to be kept under
2 Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other
3 aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed
4 to provide these documents to Employee and other Aggrieved Employees upon request in violation
5 of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1).
6 Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would
7 entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226
8 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
9 1174.5, 1695.55, 1198, and 2699. Plaintiff is further informed and believes, and based thereon alleges,
10 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 42. As a result of, among other things, Defendants' herein-described policy or practice of
14 failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal
15 periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest
16 periods, as described above, and due to independent failures in connection therewith, Plaintiff is
17 informed and believes, and based thereon alleges, that Defendants also intentionally failed and
18 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
19 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
20 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
21 name of the employee and only the last four digits of their social security number or an employee
22 identification number other than a social security number; all deductions; all applicable hourly rates
23 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
24 the employee; the legal name and address Defendants; and other such information as required by
25 Labor Code section 226, subdivision (a) , as well as Labor Code section 226.2 to the extent it does
26 not include for piece-rate work the information required therein including, without limitation, the
27 quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest
28 and recovery periods. Specifically, Defendants intentionally failed to furnish employees with

1 itemized wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
2 Employees and the rates of pay at which they were or should have been paid (including due to failure
3 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
4 paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon
5 alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each
6 Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved
7 Employee personally suffered these violations and was owed penalties under Labor Code section 226
8 and 226.2 for each pay period worked during the PAGA Period. Plaintiff is informed and believes
9 that those penalties under Labor Code section 226 were not paid for these violations of Labor Code
10 section 226. Defendants would thus be liable for civil penalties pursuant to Labor Code sections
11 226.3, 558, 11985 and 2699. Plaintiff is further informed and believes, and based thereon alleges,
12 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
13 Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and
14 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
15 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
17 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
18 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
19 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
20 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the
21 proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes, and
22 based thereon alleges, that Defendants violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5
23 , 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and
24 that, thus Plaintiff and each Aggrieved Employee personally suffered these violations and was owed
25 penalties under Labor Code section 203 for each pay period worked during the PAGA Period.
26 However, Plaintiff is informed and believes that those penalties under Labor Code section were not
27 made for these violations of Labor Code sections 201, 202, 203, , 205 and/or 205.5. Plaintiff is further
28 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such

1 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
2 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
3 and 2699(j). Defendants would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants required
6 or require the execution of a release of claim or right on account of wages due, or to become due, or
7 made as an advance on wages to be earned, including, without limitation, as a condition of being paid,
8 to execute a statement of the hours worked during a pay period in which Defendants knew to be false.
9 As such, Plaintiff is informed and believes, and based thereon alleges that Defendants violated Labor
10 Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved Employees have personally
11 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
12 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
13 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or
14 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
15 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 45. Plaintiff is informed and believes, and based thereon alleges that Defendants also failed
17 and refused, and continues to fail and refuse, to reimburse employees, including, without limitation,
18 Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
19 mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering
20 mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and
21 maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or
22 drivers' exams taken as a condition of employment, or for compelling or coercing Plaintiff and
23 Aggrieved Employees, including applicants, to patronize in the purchase of a value or things,
24 including, without limitation, Defendants' product(s) and/or service(s), in direct consequence of the
25 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
26 Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As
27 a result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
28 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred

1 in furtherance of work duties. Plaintiff further informed and believes, and based thereon alleges, that
2 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In
3 addition, Defendants would be liable for civil penalties pursuant to Labor Code sections 558, 1198
4 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
5 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

16 47. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
17 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
18 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
19 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
20 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
21 the sick pay was not provided at the proper regular of pay as required under California law due to
22 failure to properly calculate the regular rate. Plaintiff is further informed and believes that Defendants
23 also did not permit its use upon request by Plaintiff and other Aggrieved Employees as contemplated
24 under California and local laws, including, without limitation, under Labor Code section 233, that
25 permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation.
26 Plaintiff is additionally informed and believes that the notice requirement of Labor Code section 221,
27 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a
28 mandatory payroll or workplace injury reporting. Plaintiff is thus informed and believes that

1 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff
2 and other Aggrieved Employees have personally suffered violations under these sections and
3 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
4 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
5 reasonable attorneys' fees and costs. Defendants are further informed and believes, and based thereon
6 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
7 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

21 49. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
23 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
24 of any calendar month shall be paid for between the 16th and 26th day of the month during which the
25 labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar
26 month, shall be paid for between the 1st and 10th day of the following month." Plaintiff is informed
27 and believes and based thereon alleges that Defendants did not and do not pay Plaintiff and other
28 Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204

1 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that Defendants
2 violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have personally
3 suffered these violations. Plaintiff further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
5 Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699,
6 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable for civil
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 50. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to provide all working employees, including without limitation
10 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats. Plaintiff
11 is further informed and believes, and based thereon alleges that Defendants have failed to place an
12 adequate number of seats in reasonable proximity to the work area and/or permitted Plaintiff and other
13 aggrieved employees to use such seats when it does not interfere with the performance of their duties
14 when employees are not engaged in the active duties of their employment and the nature of their work
15 requires standing. Plaintiff and other Aggrieved Employees have personally suffered these violations.
16 Plaintiff is informed and believes that this has resulted in a violation of Labor Code section 1198. As
17 a result, Plaintiff and other Aggrieved Employees have personally suffered violations thereto and
18 Defendants would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive
19 relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,
21 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
22 2699(f)(2)(B)(ii).

23 51. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
25 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
26 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
27 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
28 from disclosing who else works with Defendants and under what circumstances that they might be

1 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
2 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
3 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision
4 (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
5 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
6 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
7 be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under
8 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
9 Labor Code section 2699(f)(2)(B)(ii).

10 52. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
12 violations of state and federal law, either within Defendants to their managers or outside of Defendants
13 to private attorneys or government officials, among others, in violation of Business and Professions
14 Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and other
15 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
16 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
17 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
18 violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved
19 Employees personally suffered these violations of the Labor Code, and as such, these violations would
20 expose Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
21 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and
22 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
23 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
24 Code section 2699(f)(2)(B)(ii).

25 53. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
27 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
28 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections

1 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other Aggrieved
2 Employees personally suffered these violations. Plaintiff is informed and believes that this lawful
3 conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's
4 constitutional rights of freedom of speech and economic liberty and would thus expose Defendant to
5 liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under
6 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
7 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
8 Defendants would further be liable for civil penalties pursuant to Labor Code section
9 2699(f)(2)(B)(ii).

10 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
11 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved
12 Employees to agree, in writing, to terms and conditions known by Defendants (and their agents,
13 managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-
14 compete agreements, terms known to be illegal in purported arbitration agreements, purported
15 confidentiality agreements, purported severance agreements, or purported release agreements, and
16 other written documents presented for signature and/or assent to Plaintiff and/or Aggrieved
17 Employees by Defendants. And, even more specifically, Plaintiff is informed and believes, and based
18 thereon alleges, that Defendants had and have a practice or policy of requiring Plaintiff and other
19 Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by
20 prohibiting employees from speaking with prospective employers about their work with Defendants,
21 including but not limited to their wages and working conditions. Defendants also required Plaintiff
22 and Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's
23 and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that
24 Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Plaintiff is informed and
25 believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered
26 these violations, and that Defendants violated, without limitation, Labor Code section 432.5 and
27 Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to damages.
28 Plaintiff 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 also be liable
2 for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief
3 under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant
4 to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

7 **CLASS ACTION ALLEGATIONS**

8 57. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
9 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
10 former non-exempt employees of Defendants within the State of California at any time commencing
11 four (4) years preceding the filing of Plaintiff's complaint up until the time of final judgment in this
12 action (collectively referred to as "Class Members").

13 58. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
14 to amend or modify the class description with greater specificity, further divide the defined class into
15 subclasses, and to further specify or limit the issues for which certification is sought.

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

19 **A. Numerosity**

20 60. The potential Class Members as defined are so numerous that joinder of all the
21 members of the Class is impracticable. While the precise number of Class Members has not been
22 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
23 employed by Defendants within the State of California.

24 61. Accounting for employee turnover during the relevant periods necessarily increases
25 this number. Plaintiff alleges Defendants' employment records would provide information as to the
26 number and location of all Class Members. Joinder of all members of the proposed Class is not
27 practicable.

28 **B. Commonality**

1 62. There are questions of law and fact common to Class Members. These common
2 questions include, but are not limited to:

- 3 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
4 worked at a proper overtime rate of pay?
- 5 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
6 all other time worked at the employee's regular rate of pay and a rate of pay that is
7 greater than the applicable minimum wage?
- 8 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
9 Members to take compliant meal periods?
- 10 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed or interrupted meal periods?
- 12 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
13 Members to take compliant rest periods?
- 14 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
15 with additional wages for missed rest periods?
- 16 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
17 Members upon termination or resignation all wages earned?
- 18 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
19 section 203?
- 20 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
21 Class Members with accurate wage statements?
- 22 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
23 Code section 204?
- 24 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
25 losses incurred in direct consequence of the discharge of their duties or by obedience
26 to the directions of Defendants as required under Labor Code section 2802?
- 27 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
28 with compensation at their final rate of pay for vested paid vacation time?

1 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
2 section 17200, *et seq.*, by their unlawful practices as alleged herein?

3 N. Are Class Members entitled to restitution of wages under Business and Professions
4 Code section 17203?

5 O. Are Class Members entitled to costs and attorneys' fees?

6 P. Are Class Members entitled to interest?

7 **C. Typicality**

8 63. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
9 by any Class Members, and the relief sought is typical of the relief which would be sought by each
10 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
11 arising out of and caused by Defendants' common course of conduct in violation of laws and
12 regulations that have the force and effect of law and statutes as alleged herein.

13 **D. Adequacy of Representation**

14 64. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
15 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
16 actions.

17 **E. Superiority of Class Action**

18 65. A class action is superior to other available means for the fair and efficient adjudication
19 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
20 and fact common to Class Members predominate over any questions affecting only individual Class
21 Members. Class Members, as further described therein, have been damaged and are entitled to
22 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
23 Labor Code at times, as set out herein.

24 66. Class action treatment will allow Class Members to litigate their claims in a manner
25 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
26 any difficulties that are likely to be encountered in the management of this action that would preclude
27 its maintenance as a class action.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 67. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 68. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 69. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
11 the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 70. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
15 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

16 71. Four (4) years prior to the filing of the Complaint in this Action through the present,
17 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
18 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
19 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
20 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
21 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
22 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
23 early to work and leave late work without being able to clock in for all that time, to suffer under
24 Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before clocking in
25 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock
26 out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company
27 meetings off the clock, to make phone calls off the clock, to drive off the clock, and/or go through
28 security screenings and/or temperature checks off the clock; failing to include all forms of

1 remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask
2 allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods
3 where overtime was worked and the additional compensation was earned for the purpose of
4 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
5 manipulation of time entries; and by attempting but failing to properly implement an alternative
6 workweek schedule (“AWS”) (including, without limitation, by failing to implement a written
7 agreement designating the regularly scheduled alternative workweek in which the specified number
8 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot
9 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees
10 in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or
11 failing to register an AWS election with the State of California, as required by Labor Code section
12 511 and applicable Wage Orders) to the detriment of Plaintiff and Class Members.

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

18 73. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
19 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
20 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
21 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

22 **SECOND CAUSE OF ACTION**

23 **(Failure to Pay Minimum Wages – Against All Defendants)**

24 74. Plaintiff realleges and incorporates by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

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

28 76. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class

1 Members were entitled to receive minimum wages for all hours worked or otherwise under
2 Defendants' control.

3 77. For four (4) years prior to the filing of the Complaint in this Action through the present,
4 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
5 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off
6 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to
7 work and leave late work without being able to clock in for all that time, to suffer under Defendants'
8 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift
9 tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest
10 periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings
11 off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of
12 employee time entries; editing and/or manipulation of time entries to show less hours than actually
13 worked; failing to pay split shift premiums; and failing to pay reporting time pay] to the detriment of
14 Plaintiff and Class Members.

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

18 79. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
19 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
20 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
21 reasonable attorneys' fees and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Provide Meal Periods – Against All Defendants)**

24 80. Plaintiff realleges and incorporates by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

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

28 82. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall

1 employ an employee for a work period of more than five (5) hours without a timely meal break of not
2 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
3 no employer shall employ an employee for a work period of more than ten (10) hours per day without
4 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
5 the employee is relieved of all of his or her duties.

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

10 84. For four (4) years prior to the filing of the Complaint in this Action through the present,
11 Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free
12 uninterrupted meal periods every five hours of work without waiving the right to take them, as
13 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
14 Member's regular rate of compensation on the occasions that Class Members were not provided
15 compliant meal periods.

16 85. By their failure to provide Plaintiff and Class Members compliant meal periods as
17 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
18 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
19 violated the provisions of Labor Code section 512 and applicable Wage Orders.

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

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

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1 **FOURTH CAUSE OF ACTION**

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

3 88. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 89. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by applicable Wage Orders.

7 90. California law and applicable Wage Orders require that employers “authorize and
8 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
9 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3
10 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
11 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
12 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
13 minutes of paid rest period.

14 91. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
17 regular rate of compensation for each work day that the rest period is not provided.

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

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

28 94. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
2 for rest periods that they were not authorized or permitted to take.

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

7 **FIFTH CAUSE OF ACTION**

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

9 96. Plaintiff realleges and incorporates by reference all of the allegations contained in the
10 preceding paragraphs as though fully set forth hereat.

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

14 98. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
15 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
16 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
17 immediately upon termination. Class Members who resigned were entitled to payment of all wages
18 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
19 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
20 time of resignation.

21 99. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
22 before the filing of the Complaint in this Action through the present, Defendants, due to the failure,
23 at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all
24 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

25 100. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
26 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
27 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
28 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but

1 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
2 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
3 resignation.

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

7 102. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
9 prior to termination or resignation.

10 103. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
11 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 waiting time penalties, interest, and their costs of suit, as well.

13 **SIXTH CAUSE OF ACTION**

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

15 104. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 105. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

19 106. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
20 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
21 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
22 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
23 of hours worked at each hourly rate; among other things.

24 107. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
25 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
26 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
27 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
28 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
2 at each hourly rate; among other things.

3 108. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
4 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
5 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
6 statements that Defendants knew were not accurate.

7 109. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered injury. The absence of accurate information on Class Members' wage statements at times
9 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
10 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
11 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
12 wages and amounts deducted from wages to state and federal governmental agencies, among other
13 things.

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

18 111. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
19 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
20 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
21 and costs of suit.

22 **SEVENTH CAUSE OF ACTION**

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

24 112. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
25 incorporate each by reference as though fully set forth hereat.

26 113. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

28 114. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,

1 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
2 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
3 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

4 115. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
5 independent and apart from, any other penalty provided in this article, every person who fails to pay
6 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
7 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
8 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
9 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
10 percent of the amount unlawfully withheld.”

11 116. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
12 before the filing of the Complaint in this Action through the present, Defendants employed policies
13 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
14 Labor Code section 204.

15 117. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
16 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred
17 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
18 subsequent violation in connection with each payment that was made in violation of Labor Code
19 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

20 118. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
21 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
22 interest, and their costs of suit, as well.

23 **EIGHTH CAUSE OF ACTION**

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

25 119. Plaintiff realleges and incorporates by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

27 120. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

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

122. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: laundering mandatory work uniforms; and mileage and/or gas costs incurred in driving personal vehicles for work-related purposes.

123. During that time period, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class Members for those losses and/or expenditures.

124. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

125. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

126. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

127. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees

1 within the State of California with the rights provided to them under the Healthy Workplace Healthy
2 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
3 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
4 comparable companies doing business in the State of California that comply with their obligations to
5 compensate employees in accordance with the Labor Code.

6 128. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
7 Members have suffered injury in fact and lost money or property.

8 129. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members
9 are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
10 requiring the establishment of appropriate and effective means to prevent further violations, as well
11 as restitution of all wages and other monies owed to them under the Labor Code, including interest
12 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them
13 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and
14 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure
15 to comply with the Labor Code.

16 130. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
17 section 1032 and interest under Civil Code section 3287.

18 **TENTH CAUSE OF ACTION**

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

20 131. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
21 preceding paragraphs as though fully set forth hereat.

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

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

28 133. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

1 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
2 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
3 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
4 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
5 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
6 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

7 134. At all relevant times herein, Defendants have had a consistent policy or practice of
8 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
9 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
10 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
11 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
12 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
13 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
14 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
15 connection with each payment that was made in violation of Labor Code section 204.

16 Civil Penalties Under Labor Code § 226.3

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

28 136. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
2 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
3 violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

5 137. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
6 this section are in addition to any other penalty provided by law.”

7 138. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
8 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
9 set forth in the preceding paragraphs.

10 139. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
11 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
12 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
13 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
14 for each subsequent violation.

15 Violation of Labor Code § 558

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

- 20 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
21 pay period for which the employee was underpaid in addition to an amount sufficient
22 to recover underpaid wages;
- 23 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an
25 amount sufficient to recover underpaid wages;
- 26 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

27 141. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
28 of them, violated, or caused to be violated, the Labor Code sections described herein, including

1 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
2 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
3 regular payday designated by employer, the name of the employer, including any “doing business as”
4 names used, the name, address, and telephone number of the workers’ compensation insurance carrier,
5 information regarding paid sick leave, and other pertinent information.

6 142. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
8 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
9 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
10 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

11 Violation of Labor Code § 1174.5

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

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

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

1 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

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

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

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

16 Violation of Labor Code § 1197.1

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

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

1 (\$250) for each underpaid employee for each pay period for which the employee is
2 underpaid regardless of whether the initial violation is intentionally committed. This
3 amount shall be in addition to an amount sufficient to recover underpaid wages,
4 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
5 pursuant to Section 203.

6 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
7 203, recovered pursuant to this section shall be paid to the affected employee.”

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

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

22 Civil Penalties Under Labor Code § 2699

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

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

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

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

10 **DEMAND FOR JURY TRIAL**

11 156. Plaintiff demands a trial by jury on all causes of action one (1) through ten (10)
12 contained herein.

13 **PRAYER**

14 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff
15 prays for judgment against Defendants as follows:

16
17 A. An order certifying this case as a Class Action;

18 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
19 counsel as class counsel;

20 C. Damages for all wages earned and owed, including minimum and overtime wages
21 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and
22 1199 and 227.3;

23 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

24 E. Damages for unpaid premium wages from missed meal and rest periods under,
25 among other Labor Code sections, 512, 558.1 and 226.7;

26 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
27 (e) and 558.1;

28 G. Waiting time penalties under Labor Code sections 203 and 558.1;

- 1 H. Penalties to timely pay wages under Labor Code section 210;
2 I. Damages under Labor Code sections 2802 and 558.1;
3 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
4 1197.1, and 2699;
5 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
6 210, 226.3, 558, 1174.5, 1197.1, and 2699;
7 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
8 the California Labor Code and requiring the establishment of appropriate and effective means to
9 prevent future violations;
10 M. Restitution of wages and benefits due which were acquired by means of any unfair
11 business practice, according to proof;
12 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
13 O. For attorneys' fees in prosecuting this action;
14 P. For costs of suit incurred herein; and
15 Q. For such other and further relief as the Court deems just and proper.

16
17 Dated: June 2, 2025

BIBIYAN LAW GROUP, P.C.

18 BY: 

19 MOLLY A. DESARIO
20 LAUREL N. HOLMES

21 Attorneys for Plaintiff JOHN BRODERICK and
22 on behalf of all others similarly situated and
23 aggrieved
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