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on behalf of the State of California and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

WILLIAM CORTES, on behalf of the State of California and all other aggrieved employees, Plaintiff, vs. RAYPAK, INC., a California stock corporation; RHEEM MANUFACTURING COMPANY, a Delaware stock corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 2026CUOE076087 REPRESENTATIVE ACTION Assigned for All Purposes To: Hon. Dept.: **COMPLAINT FOR REPRESENTATIVE ACTION FOR PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698 ET SEQ. FOR:** 1. Failure to Pay Minimum Wages; 2. Failure to Pay Wages and Overtime Under Labor Code § 510; 3. Failure To Authorize And Permit Meal Periods Under Labor Code § 226.7; 4. Failure To Authorize And Permit Rest Periods Under Labor Code § 226.7; 5. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226; 6. Violation of Labor Code § 204; 7. Violation of Labor Code § 203; 8. Illegal Wage Deductions Under Labor Code § 221; and 9. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802

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Plaintiff WILLIAM CORTES (hereinafter "Plaintiff"), on behalf of the State of California and all other aggrieved employees of Defendants within the state of California during the relevant time period, complains of Defendants, and each of them, as follows:

INTRODUCTION

1. This is a Representative-Only Action pursuant to the Private Attorney's General Act of 2004, Labor Code § 2698 *et seq.* ("PAGA"). Plaintiff brings this action solely in a representative capacity on behalf of the State of California and other aggrieved employees who currently work or formerly worked as non-exempt, hourly employees, during the relevant period ("Aggrieved Employees" or "Employees" for Defendants RAYPAK, INC., a California stock corporation ("RAYPAK"); RHEEM MANUFACTURING COMPANY, a Delaware stock corporation ("RHEEM"); and DOES 1 through 50 (all defendants being collectively referred to herein as "Defendants").

2. From at least one year prior to August 21, 2026, the date Plaintiff initiated the administrative exhaustion process pursuant to Labor Code § 2698 et seq. (LWDA-CM-1199190-26), and continuing through resolution of this action (the "liability period"), Defendants have maintained consistent policies, practices, and procedures, of that resulted in violations of various provisions of the California Labor Code and relevant orders of the Industrial Welfare Commission ("IWC") including, but not limited to, failing to pay minimum wages and overtime wages, failing to provide Aggrieved Employees with meal and rest periods, failing to issue accurately itemized wage statements, failing to timely pay all wages due to their Employees during their employment and timely upon separation from employment, failing to maintain required records, and failing to reimburse for necessary business expenses.

3. This action seeks recovery for these violations in the form of civil penalties and other amounts as authorized under the PAGA on behalf of the State of California and the Aggrieved Employees.

PARTIES

4. Plaintiff is, and at all relevant times was, an aggrieved employee within the meaning of Labor Code § 2699(c). During the liability period, Plaintiff and other Aggrieved Employees were

employed by Defendants as an hourly, non-exempt employees at Defendants' locations in Ventura County, California and throughout California. Moreover, Plaintiff and the other Aggrieved Employees were subjected to Defendants' unlawful policies, practices, and procedures.

5. Plaintiff and the Aggrieved Employees of Defendants worked in Defendants' locations and facilities, at Defendants' behest and were subjected to Defendants' uniform policies, practices, and procedures that resulted in violations of the Labor Code and applicable Wage orders, including, but not limited to, working without being paid all wages due and without being provided all their required meal periods and rest breaks.

6. Defendant RAYPAK is a California stock corporation that lists its principal address as 2151 Eastman Ave, Oxnard, CA 93030 with the California Secretary of State, along with their type of business as Operating company; Manufacturer of pool and spa heating products and commercial boilers. In the course of performing the job duties Defendants required, Plaintiff performed job duties and provided services as required by Defendants both at or based out of RAYPAK's facilities and operations base in Ventura County and remotely from locations in the field. When Plaintiff worked on-site and based out of the main facilities, he did so alongside and in connection with his co-workers, and they remained subject to RAYPAK's uniformly applied policies and procedures.

7. Defendant RHEEM MANUFACTURING is a Delaware stock corporation that lists its principal address 1100 Abernathy Road, Suite 1700, Atlanta, GA 30328. They list their type of business as Rheem's Americas principal operating company. Moreover, online searches suggest that RHEEM MANUFACTURING is the holding corporation of RAYPAK. To the extent RHEEM MANUFACTURING is in any way involved in Defendants' operations and the Oxnard facilities, it acted as a joint employer of Plaintiff and the Aggrieved Employees with RAYPAK.

8. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names

and capacities as soon as they are ascertained.

9. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of the Aggrieved Employees.

10. Plaintiff is informed and believes and thereon allege that Defendants, and each of them, exercised control over the wages, hours or working conditions of the Aggrieved Employees, created and implemented the policies and practices that governed the employment of the Aggrieved Employees and dictated their job duties and responsibilities, or otherwise suffered or permitted the Aggrieved Employees to work, or engaged them, thereby creating a common law employment relationship with the Aggrieved Employees. Therefore, Defendants, and each of them, employed or jointly employed the Aggrieved Employees.

11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of the Aggrieved Employees.

12. Defendants, and each of them, proximately subjected the Aggrieved Employees to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and

common enterprise.

15. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

16. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged herein.

17. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

JURISDICTION AND VENUE

18. The California Superior Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and Labor Code § 2698, *et seq.* ("the PAGA"). This Action is brought as a Representative Action on behalf of the State of California and all similarly Aggrieved Employees of Defendants pursuant to the PAGA.

19. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, the Aggrieved Employees herein were all California citizens and Defendants conducted substantial business operations within California. Moreover, Defendant RAYPAK is a California stock corporation. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

20. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred, at least in part in Ventura County and at Defendants' facilities in Ventura County, along with any other California locations.

SUMMARY OF CLAIMS

21. During the liability period, Plaintiff worked for Defendants as a non-exempt Tech Support Specialist Level 3, and in that capacity, experienced and observed Defendants subjecting the Aggrieved Employees to their policies, practices, and procedures, including the policies, practices, and procedures that resulted in violations of various provisions of the California Labor

Code and applicable paragraphs of the IWC Wage Orders.

22. During Plaintiff's employment with Defendants, he worked as a Tech Support Specialist Level 3 at Defendants' behest at or based out of their facilities in Ventura County and remotely at other locations throughout Ventura County and southern California. Plaintiff's job duties included providing technical support by responding to calls from engineers and technicians in the field and assisting them with troubleshooting and resolving technical issues, and other related technical support duties as directed by Defendants.

23. Plaintiff generally worked 40 hours per week, and five shifts per week. Plaintiff's scheduled hours were generally from 8:00 a.m. to 5:00 p.m. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after his scheduled shift hours, and during his meal breaks, and was not paid for all his hours worked at the regular rate and at the correct overtime rates.

24. During the relevant liability period, Defendants maintained uniform policies, practices, and procedures that resulted in the Aggrieved Employees to work off the clock and failed to pay them at the appropriate rates for all hours worked, and failed to provide the Aggrieved Employees with lawful meal and rest periods. Further, Defendants failed to record accurate time worked by these Aggrieved Employees, and provided the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices, failed to pay Aggrieved Employees all wages due and owing at termination or resignation, and failed to reimburse Aggrieved Employees for all necessary business expenses, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

25. With regard to the Aggrieved Employees, Defendants have committed the following violations:

a. **Failure to Pay Minimum Wages.** Defendants' policy and practice of requiring systematic off-the-clock work flowed directly from their unlawful policies and timekeeping procedures. Upon information and belief, Defendants maintained a policy and practice of rounding the Aggrieved Employees' recorded time in a manner that failed to accurately reflect their actual hours worked. As a result of Defendants' rounding practices, a substantial amount of compensable

time invested by the Aggrieved Employees was neither recorded nor paid by Defendants.

Moreover, prior to the start of their scheduled shifts, Defendants required the Aggrieved Employees to perform pre-shift work before clocking into the timekeeping system. This included uncompensated time spent setting up and logging into their computers, preparing their headsets, and ensuring the equipment and systems necessary to perform their duties were operational before clocking in. Due to recurring technical issues and delays associated with this required setup process, the Aggrieved Employees routinely spent substantial amounts of time performing work related activities before they were permitted to clock in. Defendants required and permitted the Aggrieved Employees to perform their work but failed to record or compensate them for this compensable time.

Further, the Aggrieved Employees were required to perform work outside of their regularly scheduled shifts, including on weekends. Defendants required the Aggrieved Employees to complete training, review materials, and familiarize themselves with Defendants' products and systems outside of their scheduled working hours. Additionally, as a Tech Support Specialist Level 3, the Aggrieved Employees were required to respond to work related communications from management irrespective of their scheduled shift times. These communications frequently occurred on weekends and during other periods when the Aggrieved Employees were off the clock. Again, Defendants failed to record or compensate the Aggrieved Employees for this time.

Furthermore, Defendants required the Aggrieved Employees to perform uncompensated post-shift work. The Aggrieved Employees were required to clock out at the conclusion of their scheduled shift while continuing to complete and close out cases that had arisen during the workday. Defendants knew or should have known that the Aggrieved Employees continued performing work for their benefit and at their behest after the Aggrieved Employees had clocked out, but failed to record or compensate them for such time.

Additionally, Defendants failed to provide the Aggrieved Employees with all legally compliant, uninterrupted, off duty meal periods as required under California Law. Throughout the Aggrieved Employees' employment, Defendants exercised control over the Aggrieved Employees during their meal periods, resulting in meal periods that were frequently interrupted, shortened, or otherwise noncompliant. Specifically, the Aggrieved Employees would clock out for their meal

periods, but still be required by Defendants' management to respond to work related communications. As a result, timekeeping records do not accurately reflect the actual hours the Aggrieved Employees worked, and Defendant failed to compensate them for such off-the-clock work in the self-interest of ensuring timekeeping records were facially compliant with scheduled work and break times rather than actual hours worked by the Aggrieved Employees. Defendants thus committed systematic and daily ongoing Labor Code violations, including failure to provide meal periods and failure to pay wages for all hours worked and while under Defendants' control.

Also, the Aggrieved Employees were required to keep their personal cell phones in their direct possession and use it for work related purposes. The Aggrieved Employees routinely received and were required to respond to communications from management concerning their work-related duties, including during periods when they were not otherwise clocked in. Defendants failed to ensure that this work-related time was captured by their timekeeping system or included in the Aggrieved Employees' compensation.

Thus, the Aggrieved Employees worked more hours than they was scheduled and paid for, including hours during their meal and rest breaks, which were consistently interrupted or missed due to heavy work demands.

b. **Failure to pay wages and overtime.** Overtime hours were generally not allowed, but the Aggrieved Employees were often compelled to work many regular and overtime hours off-the-clock and without compensation, as addressed above. The Aggrieved Employees were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the clock and without pay. Upon information and belief, Defendants systematically miscalculated the underlying regular rate for overtime and underpaid the Aggrieved Employees by failing to include all forms of remuneration received in the regular rate, and neglecting to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate.

Therefore, during the relevant liability period, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time

worked. Also, during the relevant liability period, Defendants had a consistent policy or practice of failing to pay the Aggrieved Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any hours worked by the Aggrieved Employees, they failed to begin paying it when owed due to off-the-clock work pre-shift, during meal periods, and post-shift.

c. **Failure to authorize and permit meal periods.** Defendants failed to provide the Aggrieved Employees with all legally required unpaid, off-duty meal periods, in violation of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods or which authorized and permitted all legally required paid, off-duty meal periods to the Aggrieved Employees.

The Aggrieved Employees were non-exempt employees who regularly worked shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite this, they were often required to do so without receiving a lawful and timely meal break or were required to take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job duties and job requirements and pressure placed upon them by Defendants' management. More specifically, Defendants required the Aggrieved Employees to perform off-the-clock work in a manner that would impact their timing and ability to take meal periods, including requiring them to respond to work-related calls, inquiries, and other demands during breaks. These practices evidenced the control that Defendants exerted over the Aggrieved Employees and resulted in further systematic and ongoing meal period violations.

Additionally, Defendants would interrupt the Aggrieved Employees during their meal periods in order to complete work tasks on time. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be management and work-related demands to attend to. This, along with the above described off the clock work, led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The excessive

workloads, management expectations, and constant job demands also contributed to the Aggrieved Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Upon information and belief, to whatever extent Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by the Aggrieved Employees.

Therefore, Defendants maintained policies and procedures that resulted in systematic meal period violations throughout the PAGA liability period. Defendants failed to provide the Aggrieved Employees with all legally required off-duty, unpaid meal periods when they worked shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay the Aggrieved Employees a meal period premium, they failed to do so at the correct hourly rate of compensation by miscalculating the regular rate and failing to include all forms of remuneration in it.

During the applicable time period, the Aggrieved Employees were unable to take off duty meal breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when the Aggrieved Employees were provided with a meal period, it was often untimely, interrupted, or impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. Additionally, Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each meal period that Defendants failed to provide or deficiently provided. Given Defendants' policy and practice of altering timekeeping entries to reflect compliant meal periods, and of inputting compliant meal periods and deducting 30 minutes for meal periods the Aggrieved Employees were not provided, they also committed systematic record keeping violations by recording inaccurate timekeeping entries for them. Additionally, Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

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d. **Failure to authorize and permit rest periods.** Defendants failed to authorize and permit the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. The Aggrieved Employees were either not authorized or permitted the opportunity to take a rest break or were required to remain under Defendants' control and respond to calls and instructions from management and job demands if and when they even attempted to take one. Upon information and belief and given the control they exerted over the Aggrieved Employees during breaks, Defendants thus also failed to authorize and permit employees to leave the premises or workstations during rest breaks, further evidencing Defendants' policy and practice of requiring the Aggrieved Employees to remain under their control during required off-duty rest break times.

Rest breaks were not scheduled, and during the PAGA liability period, the Aggrieved Employees were permitted to take their rest breaks only when an unlikely break in their work demands presented an opportunity. Therefore, the Aggrieved Employees frequently had to skip out on their legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply with management quotas and job demands, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten minute rest breaks during each of their work shifts.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks if and when the Aggrieved Employees attempted to take one. The Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and consistently worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted the Aggrieved Employees to take a first rest break, they were often forced to skip out on a second and/or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. The Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and are unable to use their rest break time as they saw fit. Defendants failed to provide rest breaks, but in the event that the Aggrieved Employees attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest

breaks to the Aggrieved Employees. The Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely or shortened and on-duty, and they were also prevented from leaving the premises or their workstations and otherwise were required to remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices. Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

e. **Failure to timely furnish accurate itemized wage statements.** Defendants have consistently failed to provide the Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws. More specifically, Defendants also failed to provide the Aggrieved Employees with complete and accurate wage statements, as those provided failed to show, among other things, the correct wages owed for time worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. The wage statements Defendants provided to the Aggrieved Employees failed to list or to accurately list the wage rates or the hours worked at those rates during the pay period which led to the calculated pay listed by Defendants without any further detail. In addition to derivative violations, Defendants also committed facial violations of Labor Code § 226 by providing wage statements to the Aggrieved Employees that failed to show or otherwise list and comply with the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records

showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

f. **Violation of Labor Code § 204.** Defendants required the Aggrieved Employees to work off-the-clock without proper compensation, including time worked after clocking out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work performed during a work shift and a workweek, as alleged above, and required systematic off the clock work while also time shaving and failing to accurately report all hours worked. As a result, Defendants maintained a uniform and consistent policy and practice of failing to timely pay all wages owed to the Aggrieved Employees, in violation of California wage-and-hour laws, including Labor Code § 204.

g. **Violation of Labor Code § 203.** Defendants have followed a uniform and consistent policy of failing to pay all wages owed to the Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to the Aggrieved Employees at termination in accordance with the requirements of Labor Code § 201-203.

h. **Illegal wage deductions under Labor Code § 221.** Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and other wage violations, including requiring on-duty work during unpaid meal breaks. Defendants have consistently and unlawfully collected or received wages from Employees by not compensating the Aggrieved Employees for all hours worked, including on-duty meal periods they were required to endure under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed to the Aggrieved Employees, in violation of Labor Code § 221.

i. **Failure to reimburse necessary business expenses.** During the relevant liability period, Defendants have regularly required the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These

expenses included the use of personal cell phones for work-related activities, such as communications with management and vendors, as required by Defendants. Upon information and belief, the Aggrieved Employees' wage statements do not reflect reimbursements for these and other such necessary business expenses. Defendants were required to reimburse the Aggrieved Employees for all necessary work-related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

PAGA NOTICE AND ALLEGATIONS

26. Plaintiff brings this PAGA representative action on behalf of the State of California and all other Aggrieved Employees employed by Defendants during the liability period pursuant to Labor Code § 2698 et seq. Plaintiff and the Employees are aggrieved under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and in Plaintiff's PAGA Notice Letters to the LWDA and either were or are employed by the alleged violators, Defendants. At all times during the liability period, Plaintiff and the Aggrieved Employees were employees of Defendants subject to the protections of the California Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

27. As described above, Defendants failed to pay all earned wages for all hours worked and overtime, failed to provide lawful meal and rest periods, failed to provide accurate itemized wage statements, and failed to pay wages timely or twice monthly and upon termination or resignation, failed to timely pay wages on a semimonthly basis, failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, and failed to reimburse for necessary business expenses, among other violations. Each of these violations give rise to penalties under the PAGA.

28. As such, Plaintiff, on behalf of the State of California and the Aggrieved Employees, seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198, 1199, 2802, 2698 *et seq*.

29. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff now assert, as a representative-only action on behalf of the California Attorney General and the State of California and the Aggrieved Employees, PAGA claims for violations of the underlying claims addressed herein and seeking penalties as specified by the applicable corresponding provisions, including as follows:

30. Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

31. Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

32. Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for the Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in

addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

33. Failure to Timely Pay Wages: For failure to timely pay all wages owed to the Aggrieved Employees, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

34. Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from the Aggrieved Employees' wages and for Defendants' failure to reimburse the Aggrieved Employees for the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

35. All Other Alleged Violations of the Labor code and IWC Wage Orders: For any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

36. The penalties will be allocated under Labor Code § 2699(i) as follows: 65% to the Labor and Workforce Development Agency (LWDA) and 35% to the affected employees.

37. As also addressed above, Plaintiff also seeks, on behalf of the Aggrieved Employees, the penalties and remedies set forth in the Labor Code § 558, which states:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any

> initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which ethe employee was underpaid in addition to an amount sufficient to recover underpaid wages…
>
> (b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

38. Plaintiff has exhausted the necessary administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on August 21, 2026, addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations (LWDA- CM-1199190-26).

39. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, Plaintiff is entitled to file this Complaint following full compliance and exhaustion of the notice requirements under the PAGA and are entitled to seek civil penalty assessments against Defendants on behalf of the Aggrieved Employees and as a Representative of the State of California as hereinafter alleged and in accordance with the law, in addition to costs and reasonable attorneys' fees as provided by the PAGA statute. Plaintiff alleges that the notice period provided by statute has expired and this PAGA only Complaint will then be proper pursuant to Labor Code §2699.3(a)(2)(C).

40. Further, as of September 23, 2026 (33 calendar days after Plaintiff's LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to commence a civil action that includes a cause of action under Labor Code § 2699.

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41. This action has been brought and may be properly maintained as a representative action under the provisions of Labor Code § 2698 *et seq*. seeking civil and statutory penalties and wages based, *inter alia*, on the following claims addressed in detail herein:

a. Defendants failed to pay Employees minimum wages, including for all hours worked;

b. Defendants failed to pay Employees wages for all hours worked;

c. Defendants failed to pay Employees overtime as required under Labor Code § 510;

d. Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

e. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

f. Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or cooldown periods or provide premium pay in lieu thereof;

g. Defendants' conduct was willful;

h. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements;

i. Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

j. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

k. Whether Defendants violated Labor Code § 221;

l. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PAGA FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

42. Plaintiff incorporates by reference and realleges all preceding paragraphs, as though set forth in full herein.

43. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not paid for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

44. The Private Attorneys General Act of 2004 ("PAGA") provides that:

> ... an aggrieved employee may recover the civil penalty described in subdivision (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part. (Labor Code § 2699(g)(1)).

45. Plaintiff is an "Aggrieved Employee" under the PAGA, was employed by Defendants during the applicable statutory period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of the State of California and all other current and former Aggrieved Employees, as defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs, after having satisfied the PAGA notice requirements as set forth above.

46. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and for civil or statutory penalties as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Plaintiff, on behalf of the State of California and the

Aggrieved Employees, seeks penalties against Defendants for failure to provide the Aggrieved Employees proper regular pay and minimum wages for regular hours worked and/or overtime premium pay for overtime hours worked during the applicable statutory period pursuant to section 558, and also pursuant to the default PAGA penalties provisions of Labor Code § 2699(f)(2).

47. In California, employees must be paid at least the applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

48. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wage rate fixed by the commission for work during the relevant period is found in the Wage Orders.

49. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

50. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one.

51. Defendants, as a matter of established company policy and procedures, and at each and every facility owned and/or operated by Defendants, consistently administered uniform

company-wide pay policies and practices applicable to the Employee and the Aggrieved Employees, including, but not limited to:

a. Requiring the Aggrieved Employees to engage in off-the-clock work before being allowed to clock in for the start of their shifts;

b. Requiring the Aggrieved Employees to engage in off-the-clock work-related tasks after clocking out for the end of their shifts; and

c. Requiring the Aggrieved Employees to engage in off-the-clock work-related tasks during their scheduled meal periods; and

d. Requiring the Aggrieved Employees to use their personal mobile devices for work-related tasks, including before and/or after their shifts.

52. In committing these violations of the California Labor Code, Defendants inaccurately recorded, or required the Aggrieved Employees to input times that did not reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by the Aggrieved Employees, including by requiring off-the-clock work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendants also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

53. Pursuant to California Labor Code § 1194.2, the Aggrieved Employees are also further entitled to the following remedies: "In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

54. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, the Aggrieved Employees are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

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55. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

56. Additionally, Labor Code § 1199 provides that: "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100)…, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission…."

57. IWC Wage Order No. 1 § 20 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1) Initial Violation - $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations - $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

58. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

59. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant

to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,,.. 221, ,…510, 512,,… 1194, 1197, 1197.1 and 1198,…1199", and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

60. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate the Aggrieved Employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

61. As such, Defendants are liable for PAGA penalties resulting from their failure to provide the Aggrieved Employees minimum wages and all wages owed for all hours worked. Accordingly, Plaintiff, on behalf of the State of California and the Aggrieved Employees, hereby seeks through this representative-only action, all civil and statutory penalties authorized for violations of California Labor Code §§ 204, 221, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code §§ 2699(g)(1).

SECOND CAUSE OF ACTION

PENALTIES UNDER THE PAGA FAILURE TO PAY OVERTIME WAGES

(Against All Defendants)

62. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

63. Pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above. Plaintiff, on behalf of the State of California and the Aggrieved Employees, further seeks civil penalties pursuant to Labor Code 558(a)(1-2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to pay all overtime wages in violation of the underlying Labor Code sections addressed herein.

64. Plaintiff is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above. Plaintiff, on behalf of the State of California and the Aggrieved Employees, further seeks civil penalties pursuant to Labor Code 558(a)(1)-(2) and Labor code 2699(f)(2), as detailed above, for Defendants' failure to pay all overtime wages in violation of the underlying Labor code sections addressed herein.

65. California Labor Code § 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Division of Labor Standards and Enforcement.

66. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

67. To the extent Defendants failed to pay overtime and double time wages as required under Labor Code § 511 and in connection with unlawful alternative workweek schedules that were neither the result of required elections nor recorded with the Department of Industrial Relations, Defendants committed ongoing and systematic violations by failing to pay for all hours worked and failing to pay them at the required regular and overtime rates under the Labor Code.

68. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time

and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

69. Defendants have also violated these provisions by requiring the Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when they worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.

70. Defendants' failure to pay the Aggrieved Employees the unpaid balance of regular wages owed and overtime compensation for all hours worked, as required by California law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

71. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3. Section 20 of IWC Wage Orders addresses further penalties derived from Section 1198 violations.

72. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows … (2) If, at the time of the alleged violation, the person employs one or

more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

73. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor code § 2699.5 provides, in pertinent part that: [t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204, …510, 512… 1194, 1197, 1197.1, and 1198…1199" among the provisions of the code that allow for recovery of civil penalties pursuant to the PAGA. As a direct and proximate result of Defendants' unlawful acts, as alleged in detail herein, the Aggrieved Employees have been deprived, and continue to be deprived, of overtime wages owed for all hours they worked. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

74. Additionally, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Defendants have violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, the Aggrieved Employees are entitled to the remedies set forth in Labor Code § 558. As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide the Aggrieved Employees overtime and premium wages for all hours worked.

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75. Accordingly, Plaintiff on behalf of the state of California and the Aggrieved Employees, hereby seeks through his representative-only action, all civil and statutory penalties authorized for violations of California Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

THIRD CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(Against All Defendants)

76. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

77. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks civil penalties against Defendants for failure to provide the Aggrieved Employees lawful off-duty unpaid meal periods. Pursuant to Labor Code § 2699, Plaintiff seek all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not provided with a meal period, plus reasonable attorneys' fees and costs. Plaintiff is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above. Plaintiff, on behalf of the State of California and the Aggrieved Employees, further seeks civil penalties pursuant to Labor Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to provide all required meal periods in violation of the underlying Labor Code sections addressed herein.

78. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

79. Defendants failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees did not have scheduled meal periods. Employees were often required to work or to otherwise remain under Defendants' control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements to perform off-the-clock work and remain under Defendants' control. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law. Defendants thus failed to provide the Aggrieved Employees with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes, or by requiring them to perform work during breaks.

80. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders. These sections provide that if an employer fails to provide an employee a meal period in accordance with applicable law, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. To the extent Defendants did make any such payments to the Aggrieved Employees, they failed to do so for the vast majority of the violations. Defendants failed to compensate the Aggrieved Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

81. Premium pay denied lawful meal and rest periods is considered a "wage" rather than a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114; *Naranjo v. Spectrum Security Services, Inc.,* 13 Cal.5th 93 (2022). Plaintiff, on behalf of the State of California and the Aggrieved Employees, therefore seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and civil penalties for the underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the

PAGA statute. Aggrieved Employees may recover penalties for denied meal periods under the PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating hours and days of work in any Order, and Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

82. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

83. Labor Code § 2699.3 allows ""(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7, …512,…558,… and 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

84. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide the Aggrieved Employees with lawful uninterrupted off-duty meal periods throughout the applicable statutory period. Defendants also systematically denied the Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied an unpaid, off-duty 30-minute meal period.

85. As such, Defendants are liable for PAGA penalties resulting from their failure to provide the Aggrieved Employees lawful meal periods and the corresponding meal period premium pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative-only Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, and Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks all civil and statutory penalties

available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

FOURTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(Against All Defendants)

86. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

87. Plaintiff seeks civil penalties on behalf of the State of California and the Aggrieved Employees against Defendants for failure to provide the Aggrieved Employees lawful off-duty rest periods. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not provided with a rest break, plus reasonable attorneys' fees and costs. Plaintiff is entitled to bring this claim pursuant to Labor Code § 2699(g)(1) and after having satisfied the PAGA notice requirements, as addressed above.

88. Plaintiff further seeks penalties on behalf of the State of California and the Aggrieved Employees pursuant to Labor Code 558(a)(1)-(2) and Labor Code 2699(f)(2), as detailed above, for Defendants' failure to provide required rest periods in violation of the underlying Labor Code sections addressed herein.

89. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four (4) work hours.

90. The Aggrieved Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour segment of a work shift, or major fraction thereof, and Defendants failed to provide Employees with timely rest breaks of not less than ten minutes for each

consecutive four-hour shift segment. Defendants made minimal efforts to schedule or otherwise authorize and permit the Aggrieved Employees to take lawful rest breaks. Employees were often required to work or to otherwise remain under Defendants' control during rest periods, including by responding to work requirements, and had breaks provided untimely as a result of the above described off-the-clock work, and management and work demands. The Aggrieved Employees were also not permitted to leave their work premises during rest breaks, or were otherwise required to remain under Defendants' control and unable to use their rest break time for themselves and their own purposes.

91. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to do so.

92. Defendants failed to authorize and permit the Aggrieved Employees to take rest periods, as required by the Labor Code. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to the Aggrieved Employees in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

93. Moreover, Defendants did not compensate the Aggrieved Employees with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent the Aggrieved Employees worked shifts of over ten hours, they were required to receive first, second, and third duty-free and paid rest breaks. To the extent Defendants provided first rest breaks to Employees during a shift, they failed to authorize and permit second and/or third rest breaks.

94. Premium pay for denied lawful meal and rest periods is considered a "wage" rather than a penalty. *See, e.g. Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114; *Naranjo v. Spectrum Security Services, Inc.,* 13 Cal.5th 93 (2022). Plaintiff therefore seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative-only Action, including reasonable

attorneys' fees and costs, and civil penalties for the underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Aggrieved employees may recover penalties for denied meal periods under the PAGA, as the civil penalty under California Labor Code § 558 applies to any provision regulating hours and days of work in any Order.

95. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

96. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7, …512,…558,… and 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

97. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide the Aggrieved Employees with lawful uninterrupted off-duty rest breaks throughout the applicable statutory period. Defendants also systematically denied the Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied an off-duty rest period.

98. As such, Defendants are liable for PAGA penalties resulting from their failure to provide the Aggrieved Employees lawful rest periods and the corresponding rest period premium pay. Accordingly, Plaintiff seeks representative-only relief on behalf of the State of California and the Aggrieved Employees, through this Representative-only Action for all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, 558(a)(1)-(2), 1198, and 2699(f)(2), and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiff also seeks

attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

FIFTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Against All Defendants)

99. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

100. Plaintiff, on behalf of the State of California and the Aggrieved Employees, seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative-only Action, including reasonable attorneys' fees and costs. As alleged in more detail above, Defendants violated the above statutes by failing to provide the Aggrieved Employees accurate itemized wage statements during the applicable statutory period. Defendants' payroll records pertaining to the Aggrieved Employees, and in turn the wage statements issued to them, fail to accurately reflect all regular and overtime hours worked, overtime hourly rates, actual gross wages and net wages earned, meal periods, and premium wages owed for denied lawful meal and rest periods.

101. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

102. Defendants failed to provide Plaintiff and the other Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants

knew or reasonably should have known were owed to the Employees, as alleged above. Additionally, Defendants failed to list the correct entity as the employer of the Aggrieved Employees on the wage statements issued to them, as addressed above.

103. Paragraph 7(C) of the applicable IWC Wage Orders further requires that: "All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day, and year and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request."

104. Labor Code § 226.3 also instructs that: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law."

105. Throughout the liability period, Defendants intentionally failed to furnish to Aggrieved Employees, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and intentionally failed to provide Aggrieved Employees with such timely and accurate wage and hour statements.

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106. The Aggrieved Employees suffered injury as a result of Defendants' knowing and intentional failure to provide them with the wage and hour statements as required by law and are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide accurate and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and the Aggrieved Employees cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

107. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, …" Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Aggrieved Employees may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

108. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked. Labor Code § 226(e)(1) further instructs that: "An employee

suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." However, for PAGA claims arising from violations of Section 226(a), Plaintiff need not establish injury or that Defendants acted knowingly and intentionally in issuing inaccurate wage statements.

109. To this end, Labor Code § 1174 provides that: "Every person employing labor in this state shall:….(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years…"

110. Labor Code § 2699(f)(2) states that: "For all provisions of this code except for those which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows … (2) If that, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for this initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

111. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226,… subdivisions (c) and (d) of Section 1174,… 1198,…1199,…" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

112. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

113. As such, Defendants are liable for PAGA penalties resulting from their failure to provide accurate itemized wage statements to the Aggrieved Employees and failure to maintain employment records for the Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), and Plaintiff seeks representative-only relief on behalf of the State of California and the Aggrieved Employees for all civil and statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SIXTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 204

(Against All Defendants)

114. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

115. Labor Code § 204 instructs that: "All wages, …earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

116. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the Aggrieved Employees all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d).

117. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Aggrieved Employees. Thus, the Aggrieved Employees are entitled to recovery under Labor Code §§ 204 and/or 210.

118. Therefore, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked and do so at least twice monthly. Defendants failed to do so. This failure to timely pay wages violations give rise to PAGA penalties, and Labor Code § 204 is an enumerated provision under Labor Code § 2699.5. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,… 221, …510, 512,… 1194, 1197, 1197.1 and 1198…1199," and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

119. Defendants unlawfully failed to timely pay all wages owed to the Aggrieved Employees as addressed above. As such, Defendants are liable for PAGA penalties resulting from these violations and Plaintiff seeks representative-only relief on behalf of the State of California and the Aggrieved Employees, and hereby seeks through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 204, 1197, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

SEVENTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 203

(Against All Defendants)

120. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

121. Numerous Aggrieved Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom during the relevant liability period. As addressed in detail above, Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation from employment. Plaintiff seeks civil penalties against Defendants for their failure to timely pay the Aggrieved Employee all wages owed during the applicable statutory period.

122. Under Labor Code § 202, where an employee voluntarily quits his or her employment without advance notice, all commission wages that can be reasonably calculated at the time must be paid to the employee within 72 hours of termination of the employment relationship.

123. Labor Code § 203 further provides: "(a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days…."

124. Under Labor Code § 2926, "[a]n employee who is not employed for a specified term and who is dismissed by his employer is entitled to compensation for services rendered up to the time of such dismissal." Also, under Labor Code § 2927, "[a]n employee who is not employed for a specified term and who quits the service of his employer is entitled to compensation for services rendered up to the time of such quitting."

125. Defendants failed to pay the Aggrieved Employees without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off

the clock work and by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

126. All wages due and owing to the Aggrieved Employees, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

127. Under Labor Code § 210, "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204*b*, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

128. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1) Initial Violation — $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

129. Defendants violated the above statutes by failing to promptly pay the Aggrieved Employees all earned wages due each and every pay period, as well as immediately upon termination and/or within 72 hours upon resignation.

130. During the applicable statutory period, Defendants violated, and continue to violate, California Labor Code §§ 201-203, 2926, and 2927 by failing to compensate the Aggrieved Employees who no longer work for Defendants, for services rendered up to the time of dismissal or quitting, and for failing to timely do so.

131. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

132. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 201,… 202, 203, …204,… 558,…1198,…." among the provisions of the Code that allow for recovery of civil or statutory penalties pursuant to the PAGA.

133. Defendants' failure to pay wages, as alleged, entitles the Aggrieved Employees to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage Orders as addressed above, including the requirement that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Defendants are liable for PAGA penalties resulting from their failure to timely pay all wages owed to the Aggrieved Employees at the time of their termination of separation from employment. Accordingly, Plaintiff seeks representative-only relief, on behalf of the State of California and the Aggrieved Employees, for all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201, 203, 558, 1197, 1197.5, 1198, 2699(f)(2), 2926, and 2927, and Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

EIGHTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221

(Against All Defendants)

134. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

135. Labor Code § 221 states "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, employers must timely pay its employees for all hours worked. Defendants failed to do so. These unlawful deductions equate to additional unpaid wage violations giving rise to PAGA penalties, and Labor Code § 221 is an enumerated provision under Labor Code § 2699.5. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,… 221, …510, 512,… 1194, 1197, 1197.1 and 1198…1199," and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

136. During the relevant time period, Defendants unlawfully received and/or collected wages from the Aggrieved Employees by requiring off-the-clock work, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the Aggrieved Employees, as addressed in detail above. By not compensating the Aggrieved Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

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137. As such, Defendants are liable for PAGA penalties resulting from these unlawful deductions and Plaintiff seeks representative-only relief on behalf of the State of California and the Aggrieved Employees for all civil and statutory penalties authorized for violations of California Labor Code §§ 221, 1197, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Plaintiff has fully complied with procedures specified in Labor Code § 2699.3.

NINTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Against All Defendants)

138. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

139. Plaintiff is informed and believes and based thereon alleges that during the liability period, Defendants required the Aggrieved Employees to pay for necessary business expenses without reimbursement, including, but not limited to, use of their own personal cell phones for work-related activities, such as timekeeping, and communications with management, as required by Defendants. The Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

140. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

141. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to the Aggrieved Employees resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled the Aggrieved Employees with regard to their rights, the Aggrieved Employees were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that

failure to incur those expenses would have adverse consequences on their employment.

142. Plaintiff accordingly seeks representative relief on behalf of the State of California and the Aggrieved Employees arising from Defendants' failure to reimburse the Aggrieved Employees for these necessary business expenses or losses incurred in direct discharge of their job duties during employment in violation of Labor Code §§ 2802 and the civil and statutory penalties available and applicable under Labor Code §§ 558, 2699(f)(2), and 2802 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). Labor Code § 2699(g)(1).

RELIEF REQUESTED

WHEREFORE, Plaintiff, on behalf of the State of California and the Aggrieved Employees, prays for the following relief:

1. As to the First Cause of Action: For recovery of all civil penalties for unpaid minimum and regular wages for all hours worked by the Aggrieved Employees during the applicable statutory period as permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

2. As to the Second Cause of Action: For recovery of all civil penalties for unpaid overtime and premium wages for all hours worked by the Aggrieved Employees during the applicable statutory period as permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

3. As to the Third Cause of Action: For recovery of all civil penalties for non-compliant meal periods during the applicable statutory period and failure to pay one-hour of premium wages to the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section

11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

4. As to the Fourth Cause of Action: For recovery of all civil penalties for non-compliant rest periods during the applicable statutory period and failure to pay one-hour of premium wages to the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(2), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

5. As to the Fifth Cause of Action: For recovery of all civil penalties for inaccurate wage statements Defendants provided to the Aggrieved Employees and failure to maintain employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and specifically electing civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …" to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

6. As to the Sixth Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, and where the Aggrieved Employees were not paid, all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by

California Labor Code § 204, including for all civil and statutory penalties available and applicable under Labor Code §§ 204, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

7. As to the Seventh Cause of Action: For failing to pay all wages due and owing and to timely pay them to the Aggrieved Employees upon termination or separation from employment as permitted under Labor Code §§ 201, 201, 203, 1197.5, 1198, 2926, and 2927, including all civil and statutory penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;;

8. As to the Eighth Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for Defendants' unlawful deductions from wages paid to the Aggrieved Employees as permitted under California Labor Code §§ 221, 1197, 1197.1, 1198 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including for all civil and statutory penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

9. As to the Ninth Cause of Action: For failing to reimburse all reasonable and necessary business expenses incurred by the Aggrieved Employees in violation of Labor Code § 2802 and for the civil and statutory penalties available and applicable under Labor Code §§ 558, 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), to be distributed in the manner provided by Labor Code § 2699(i), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

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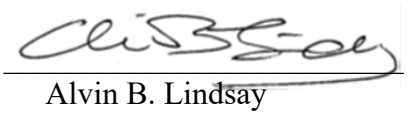
10. For reasonable attorneys' fees and costs of suit to the extent permitted under the PAGA and applicable Labor Code sections, including Labor Code § 2699(g)(1), in an amount according to proof and subject to Court approval;

11. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of California on readily calculable monies due to the extent provided by California law and authorized under the PAGA, in an amount according to proof; and

12. For such other and further relief as this Court may deem proper and just.

DATED: October 27, 2026

D.LAW, INC.

By: 

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