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8 Attorneys for Plaintiff ANDREW PEREZ
on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 ANDREW PEREZ, on behalf of the State of
12 California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15
16 SUN GIR INCORPORATED, a California
Corporation; and DOES 1-100, inclusive,

17 Defendants.
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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

Case No.: **24STCV30844**

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

1 Plaintiff, ANDREW PEREZ, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants SUN GIR
3 INCORPORATED, a California Corporation; and DOES 1-100, inclusive (collectively referred to
4 herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

5 **INTRODUCTION**

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

10 **JURISDICTION AND VENUE**

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

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

21 **THE PARTIES**

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

24 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
25 title(s) of cashier and/or a similar title(s) and/or job position(s) from in or around August 2023
26 through in or around May 2024. DEFENDANTS assigned PLAINTIFF to work at its restaurant(s),
27 store(s), facilities and/or other location(s) in Los Angeles County.

28 6. Defendant SUN GIR INCORPORATED is a California Corporation that, at all

1 relevant times, was authorized to do business within the State of California and is doing business in
2 the State of California.

3 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 restaurants, stores, facilities and/or other location(s) in California, including but not limited to the
5 restaurants, stores, facilities and/or other locations in including but not limited to, South El Monte
6 and San Gabriel, California, and other cities throughout California. DEFENDANTS, through its
7 various locations, serve the restaurant and/or food services industry. DEFENDANTS operate
8 business under including but not limited to the following name(s): “Carl’s Jr.”

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

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

25 **JOINT LIABILITY**

26 10. Under California law, the definition of the terms “to employ” are broadly construed
27 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
28 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)

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

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

22 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
23 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
24 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
25 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
26 policies and practices regardless of the location(s) where they worked. Among other things,
27 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
28 in DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control

1 over the day-to-day operations and employment matters, including the power to hire and fire, set
2 schedules, issue employee policies, and determine rates of compensation across its locations in
3 California; (3) DEFENDANTS utilize the same policies and procedures for all California
4 employees, including issuing the same employee handbooks and other form agreements; (4)
5 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
6 employment matters; and, (6) DEFENDANTS share employees.

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

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

28 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours

1 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
2 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
3 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
4 PLAINTIFF seeks relief in this Complaint.

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

8 **PAGA ALLEGATIONS**

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

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

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

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

26 19. PLAINTIFF, on September 11, 2024, through counsel, gave written notice by online
27 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
28 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged

1 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
2 certified mail.

3 20. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
4 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
5 Employees.

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

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

14 **FACTUAL ALLEGATIONS**

15 23. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job
16 title(s) of cashier and/or a similar title(s) and/or job position(s) from in or around August 2023
17 through in or around May 2024.

18 24. PLAINTIFF regularly worked at least approximately five (5) to six (6) hours per day,
19 at least five (5) days per week.

20 25. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
21 DEFENDANTS as hours worked.

22 26. Based on information and belief, Aggrieved Employees were also compensated with
23 non-discretionary compensation, including but not limited to, shift differential pay, bonus/incentive
24 pay and/or other non-discretionary compensation.

25 27. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
26 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of
27 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved
28 Employees for all hours worked by virtue of, DEFENDANTS’ automatic deduction and time

1 rounding policies, and failure to relieve employees of all duties/employer control during unpaid
2 meal periods or otherwise unlawful practices for missed or improper meal periods, as explained
3 below.

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

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

13 30. For example, as explained above, based on information and belief, DEFENDANTS
14 required PLAINTIFF and other Aggrieved Employees to clock out for meal periods but to continue
15 working or return to work while clocked out for meal periods resulting in denied meal periods as
16 well as DEFENDANTS' failure to compensate PLAINTIFF and other Aggrieved Employees for all
17 hours worked and the underpayment of wages owed to PLAINTIFF and other Aggrieved
18 Employees.

19 31. Moreover, as explained above, based on information and belief, DEFENDANTS
20 would unlawfully edit the clock in and out times for Aggrieved Employees' meal periods and/or
21 require Aggrieved Employees to record in order to display at least a thirty minute off-duty meal
22 period during most if not all shifts worked, notwithstanding the fact that DEFENDANTS had actual
23 and/or constructive knowledge that DEFENDANTS had required Aggrieved Employees' to perform
24 work-related tasks during their meal periods.

25 32. Based on information and belief, DEFENDANTS required Aggrieved Employees to
26 be at their assigned workstations at the start of a scheduled shift, thereby forcing Aggrieved
27 Employees to gather work-related equipment and/or safety gear, make any necessary adjustments
28 to tools/equipment and/or perform maintenance/cleaning tasks, don work clothing/uniforms and/or

1 protective equipment, and/or complete other work tasks prior to their scheduled shift and/or prior to
2 clocking in/signing in, thereby resulting in pre-shift off-the-clock work.

3 33. Based on information and belief, Aggrieved Employees were required to complete
4 other off-the-clock work tasks after clocking out for the end of their shifts and/or during
5 uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum
6 and overtime wages owed to Aggrieved Employees. For example, based on information and belief,
7 DEFENDANTS required Aggrieved Employees to clock out for the end of their shifts but to
8 continue working due to the need to return/maintain tools, clean and/or organize their work
9 stations/areas, provide shift status updates and/or debriefings and/or participate in work meetings,
10 respond to work-related communications and/or perform other work tasks off-the-clock, resulting
11 in the underpayment of minimum wages and overtime wages owed to Aggrieved Employees.

12 34. Based on information and belief, DEFENDANTS did not compensate Aggrieved
13 Employees for time spent donning and doffing personal protective equipment and/or uniforms (e.g.,
14 rubber gloves, hairnets, aprons, hats, and/or face masks) during meal periods, before the start of a
15 scheduled shift, and/or after completing a scheduled shift, resulting in the underpayment of wages
16 owed to Aggrieved Employees.

17 35. Based on information and belief, at times, Aggrieved Employees were required to
18 complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or
19 messages they received to their phones/mobile devices and were required to respond to, including
20 but not limited to, communications from supervisors regarding scheduling and/or other work tasks,
21 resulting in the underpayment of wages owed to Aggrieved Employees.

22 36. PLAINTIFF and other Aggrieved Employees were required to perform other off-the-
23 clock work for which they were not compensated. For example, based on information and belief,
24 at times, DEFENDANTS' biometric/electronic employee time-keeping system malfunctioned such
25 that Aggrieved Employees were required to either reinitiate and/or otherwise troubleshoot the
26 system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts
27 and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of
28 wages owed to Aggrieved Employees. Based on information and belief, Aggrieved Employees

1 experienced the same issues when clocking out for shifts and/or back in for meal periods. This time
2 spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid
3 minimum wages owed to Aggrieved Employees.

4 37. Based on information and belief, DEFENDANTS failed to compensate Aggrieved
5 Employees for all time spent completing DEFENDANTS' required trainings and/or courses (e.g.,
6 food safety and/or food handler courses) and/or testings and/or certifications (e.g., food handler
7 certifications).

8 38. Moreover, based on information and belief, DEFENDANTS failed to pay
9 PLAINTIFF and/or other Aggrieved Employees split shift premium wages when they worked split
10 shifts during the relevant period. For example, based on information and belief, at times,
11 DEFENDANTS required PLAINTIFF and/or other Aggrieved Employees to work two separate
12 shifts in the same day. Based on information and belief, DEFENDANTS failed to pay PLAINTIFF
13 and/or other Aggrieved Employees split shift compensation whenever PLAINTIFF's and/or other
14 Aggrieved Employees' work schedules were interrupted by non-paid non-working periods
15 established by DEFENDANTS, which resulted in a violation of the applicable Wage Order (See
16 section 4 of all applicable Wage orders, "When an employee works a split shift, one (1) hour's pay
17 at the minimum wage shall be paid in addition to the minimum wage for that workday...). See, also,
18 Cal. Code Regs. Tit. 8, § 11050 (when an employee works a split shift, one (1) hour's pay at the
19 minimum wage shall be paid in addition to the minimum wage for that workday, except when the
20 employee resides at the place of employment). DEFENDANTS also failed to separately itemize
21 these split shift premium wages on PLAINTIFF's and/or other Aggrieved Employees' wage
22 statements, in violation of Labor Code sections 510, 1194 and all applicable IWC Wage Orders.
23 See, https://www.dir.ca.gov/dlse/split_shift.htm. (The employer must itemize the premium
24 payment on the pay stub provided to the employee, and it should be shown as a separate category
25 such as "Split Shift Premium" and should not be lumped into another category such as wages, bonus,
26 etc. DEFENDANTS failed to separately account for the split shift premiums earned by PLAINTIFF
27 and/or other Aggrieved Employees on their wage statements.

28 39. Based on information and belief, DEFENDANTS failed to pay AGGRIEVED

1 EMPLOYEES for time they were required to spend completing orientation, policy questionnaires,
2 and/or time spent completing the onboarding process including but not limited to reviewing various
3 documents and policies provided by DEFENDANTS. Based on information and belief,
4 DEFENDANTS failed to pay Aggrieved Employees for time they were required to spend
5 completing orientation, policy questionnaires, and/or time spent completing the onboarding process
6 including but not limited to reviewing various documents and policies provided by DEFENDANTS.
7 Based on information and belief, this work time was completed off-the-clock and was not
8 compensated.

9 40. Based on information and belief, DEFENDANTS implemented a time-rounding
10 system that as applied systematically deprived PLAINTIFF and other Aggrieved Employees of
11 compensable time because the time-rounding system implemented by DEFENDANTS would
12 almost always, if not always, result in understating actual compensable work time.

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

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

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

28 44. Based on further information and belief, DEFENDANTS implemented a time-

1 rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
2 Employees of compensable time because the time-rounding system implemented by
3 DEFENDANTS would almost always, if not always, result in understating actual compensable work
4 time.

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

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

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

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

23 49. Based on information and belief, DEFENDANTS failed to incorporate all non-
24 discretionary remuneration, including but not limited to, shift differential pay, piece
25 rate/commission compensation, bonus pay/incentive pay, multiple base rates of pay and/or other
26 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
27 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
28 Aggrieved Employees.

1 50. For example, as described herein, based on information and belief, DEFENDANTS
2 compensated PLAINTIFF and other Aggrieved Employees with non-discretionary bonus/incentive
3 pay and/or other non-discretionary compensation during pay periods in which PLAINTIFF and
4 other Aggrieved Employees worked overtime, however, DEFENDANTS failed to incorporate all
5 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
6 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
7 Aggrieved Employees.

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

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

17 53. For example, based on information and belief, at times, Aggrieved Employees were
18 forced to skip their owed meal periods completely, take late meal periods and/or were interrupted
19 during purported meal periods and/or had meal periods cut short and/or restricted to
20 DEFENDANTS' premises and/or were otherwise required to remain on-duty during unpaid meal
21 periods due to the need to continue assigned job duties. For example, PLAINTIFF was frequently
22 interrupted to complete assigned job duties during purportedly off-duty meal periods, resulting in
23 consistently denied meal periods.

24 54. At times, PLAINTIFF was required to clock out for meal periods but to continue
25 completing assigned job duties and/or was required to return to work while off-the-clock due to lack
26 of coverage/lack of relief workers and/or the need to complete assigned job duties, resulting in
27 denied meal periods as well as DEFENDANTS' failure to compensate PLAINTIFF for all hours
28 worked and the underpayment of wage owed to PLAINTIFF.

1 55. Based on information and belief, DEFENDANTS did not pay PLAINTIFF a proper
2 meal period premium for each missed and/or otherwise legally non-compliant meal period, in
3 violation of California meal period law.

4 56. Based on information and belief, DEFENDANTS would unlawfully edit the clock in
5 and out times for Aggrieved Employees' meal periods in order to display at least a thirty-minute off-
6 duty meal period during most if not all shifts worked, notwithstanding the fact that DEFENDANTS
7 had actual and/or constructive knowledge that DEFENDANTS had required PLAINTIFF and other
8 Aggrieved Employees to complete work-related tasks during their meal periods.

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

14 58. Based on information and belief, DEFENDANTS implemented policies and/or
15 practices that failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control
16 during unpaid meal periods.

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

21 60. Based on information and belief, despite DEFENDANTS' failure to provide lawful
22 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
23 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
24 deducting at least thirty/sixty minutes per shift for missed and/or otherwise unlawful meal periods
25 despite having actual and/or constructive knowledge that PLAINTIFF and other Aggrieved
26 Employees did not receive lawful meal periods.

27 61. Moreover, per DEFENDANTS' uniform policy and practice, Aggrieved Employees
28 who worked shifts of more than ten hours did not receive a second legally compliant thirty (30)

1 minute second meal period.

2 62. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
3 other Aggrieved Employees as to the timing and duty-free nature of meal periods. Based on further
4 information and belief, DEFENDANTS did not have a written meal period policy, nor did
5 DEFENDANTS have any sort of compliant policy in practice.

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

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

16 65. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
17 additional hour of wages at their respective regular rates of compensation for each workday a lawful
18 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for
19 each workday a lawful meal period was not provided and/or failed to pay the proper meal period
20 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,
21 bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or
22 compensation for purposes of calculating the owed meal period premium.

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

27 67. PLAINTIFF and other Aggrieved Employees were not adequately informed,
28 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California

1 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
2 the taking of duty-free rest periods.

3 68. Based on information and belief, DEFENDANTS did not have a have a compliant
4 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
5 practice.

6 69. For example, PLAINTIFF was provided with a maximum of a single rest period per
7 shift even when working shifts lasting longer than six hours and PLAINTIFF was at times required
8 to work through all or part of his single rest period each shift, resulting in denied rest periods.

9 70. Based on information and belief, DEFENDANTS did not pay PLAINTIFF any rest
10 period premiums during PLAINTIFF's employment for these missed and/or otherwise legally
11 noncompliant rest periods, in violation of California rest period law.

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

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

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

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

24 75. Based on information and belief, DEFENDANTS implemented policies and/or
25 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
26 DEFENDANTS' control during rest periods. For example, based on information and belief, at times
27 Aggrieved Employees were required to monitor and respond to work-related communication
28 devices, for example, radios and/or other work-related communication devices during rest periods

1 and thereby were not relieved of all duties and DEFENDANTS' control during rest periods.

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

5 77. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
6 which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in
7 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
8 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
9 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
10 shift differential pay, and/or other non-discretionary compensation into the regular rate of
11 compensation for purposes of calculating the owed rest period premium.

12 78. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
13 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
14 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
15 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
16 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
17 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee.

20 79. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
21 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
22 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
23 Aggrieved Employees (by virtue of rounded time entries, automatic deduction for meal
24 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
25 meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or
26 other off-the-clock work policies and practices) which results in a violation of Labor Code section
27 226(a).

28 80. As described herein, based on information and belief, DEFENDANTS also failed to

1 incorporate all forms of non-discretionary compensation earned during the pay period into the
2 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
3 of overtime worked by PLAINTIFF and other Aggrieved Employees.

4 81. Separately, and independent of the above allegations, based on information and
5 belief, DEFENDANTS issued wage statements to Aggrieved Employees that failed to list the total
6 hours worked, in violation of including but not limited to, Labor Code section 226 (a)(2).

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

11 83. Based on information and belief, DEFENDANTS issued wage statements to
12 Aggrieved Employees that fail to accurately list all deductions, in violation of Labor Code section
13 226(a)(4).

14 84. For example, as explained herein, DEFENDANTS regularly failed to reimburse
15 PLAINTIFF for business expenses, incurred by PLAINTIFF each pay period, thereby deducting
16 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
17 limited to, Labor Code Section 221, and further failing to itemize these deductions for business
18 costs, on PLAINTIFF's wage statements, in violation of Labor Code Section 226(a)(4).

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

21 86. For example, based on information and belief, at times, DEFENDANTS issued wage
22 statements to Aggrieved Employees containing payment for hours worked during previous pay
23 periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate
24 pay period for that pay, further failing to list the total hours worked for the pay period, including but
25 not limited to, the total hours worked for the pay period the pay corresponds with, in violation of
26 including but not limited to, Labor Code section 226(a)(2) and/or 226(a)(6).

27 87. Separately, and independent from the above allegations, based on information and
28 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that

1 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
2 entity that is the employer.

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

6 89. **Unreimbursed Business Expenses.** Based on information and belief,
7 DEFENDANTS required PLAINTIFF and Aggrieved Employees to incur business expenses as a
8 direct consequence of the performance of their job duties without providing reimbursement, in
9 violation of Labor Code section 2802. Based on information and belief, PLAINTIFF and Aggrieved
10 Employees were improperly required to provide and maintain work tools that are supposed to be the
11 responsibility of the employer.

12 90. Based on information and belief, DEFENDANTS shifted the costs of doing business
13 onto PLAINTIFF and other Aggrieved Employees requiring them to pay for business expenses,
14 including but not limited to, uniforms/work clothing/work shoes, personal protective/safety gear,
15 hand tools, the use of Aggrieved Employees' personal vehicle(s) and/or personal mobile
16 phone/personal devices and data usage for work-related purposes including but not limited to
17 receiving and responding to work-related messages and/or phone calls.

18 91. For example, on information and belief, Aggrieved Employees received
19 calls/messages to their personal cell phones/mobile devices from supervisors and/or other
20 Aggrieved Employees regarding scheduling and/or other work tasks but were not provided any
21 and/or full reimbursement from DEFENDANTS for this personal cell phone use.

22 92. As explained above, based on information and belief, Aggrieved Employees were
23 not reimbursed for the cost of using their personal phone(s)/personal devices for work-related
24 purposes and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work
25 shoes, personal protective/safety gear/hand tools.

26 93. Based on information and belief, DEFENDANTS regularly failed to reimburse and
27 indemnify Aggrieved Employees for business expenses. Pursuant to California Labor Code section
28 2802, PLAINTIFF and Aggrieved Employees were entitled to be reimbursed for all reasonable

1 expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties
2 assigned by DEFENDANTS.

3 94. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
4 for all reasonable expenses associated with carrying out their duties required that Aggrieved
5 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
6 2802.

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

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

15 97. Upon separation of employment, Aggrieved Employees final paychecks were not
16 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or
17 did not include all wages owed as they were devoid of, including but not limited to, all owed
18 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid
19 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid
20 time off paid at the final rate including non-discretionary compensation, including but not limited
21 to, all owed shift differentials).

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

1 section 201-202. As such, DEFENDANTS violated Labor Code sections 201 and/or 202, subjecting
2 DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256.

3 **99. Failure to Pay Vested Vacation/Paid Time Off.** Based on information and belief,
4 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
5 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
6 failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation
7 pay/paid time off paid at the final rate including non-discretionary compensation, including but not
8 limited to, any owed shift differentials) to Aggrieved Employees upon separation of employment,
9 in violation of California law, including but not limited to, Labor Code section 227.3.

10 **100.** For example, as explained herein, DEFENDANTS failed to pay PLAINTIFF all
11 owed paid time off and/or failed to pay PLAINTIFF all paid time off at the properly accrued rate(s)
12 (including but not limited to any owed shift differential pay).

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

17 **102.** Based on information and belief, DEFENDANTS have a policy and practice of
18 failing to provide Aggrieved Employees who are terminated with their final paychecks at the place
19 of discharge and/or of failing to provide Aggrieved Employees with their final paychecks at the
20 office or agency of DEFENDANTS in the county where the work was performed, in violation of
21 Labor Code Section 208.

22 **103. Unlawful Deductions.** Labor Code section 221 prohibits an employer from
23 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
24 to said employee.” Based on information and belief DEFENDANTS made unlawful deductions
25 from Aggrieved Employees paychecks during the relevant period including, without limitation,
26 business costs from Aggrieved Employees’ earned wages.

27 **104.** For example, as explained herein, DEFENDANTS regularly failed to reimburse
28 PLAINTIFF for business expenses incurred by PLAINTIFF each pay period, thereby deducting

1 business costs from PLAINTIFF's earned wages each pay period, in violation of including but not
2 limited to, Labor Code Section 221, and further failing to itemize these deductions for business
3 costs, on PLAINTIFF's wage statements, in violation of Labor Code section 226(a)(4).

4 105. Such a practice is in violation of including but not limited to, Labor Code Sections
5 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

6 106. **Failure to Provide Suitable Resting Facilities.** Per section 13 of all applicable IWC
7 Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the
8 Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the
9 toilet rooms and shall be available to employees during work hours."

10 107. DEFENDANTS' locations/facilities are generally similar in layout and design, and
11 there was, and continues to be, space that allows for a resting facility that employees may use to
12 cease work and recover during meal or rest periods. DEFENDANTS could have provided
13 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
14 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
15 employees with suitable areas to rest (e.g. a breakroom). As a result, PLAINTIFF and other
16 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
17 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
18 which are not designated or reserved for their rest, such as their personal vehicles.

19 108. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
20 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

21 109. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
22 Aggrieved Employees violated and continue to violate the applicable Wage Order, section 13(B)
23 and the California Labor Code, including but not limited to section 1198.

24 110. **Seating.** Per section 14(A-B) of all applicable IWC Wage Orders, employees shall
25 be provided with suitable seats when the nature of the work reasonably permits the use of seats and
26 when they are not actively engaged in the work duties that would not permit them to be seated.

27 111. All applicable IWC Wage Orders, Section 14(A-B) provides:
28

1 (A) All working employees shall be provided with suitable seats when the nature of the
2 work reasonably permits the use of seats.

3 (B) When employees are not engaged in the active duties of their employment and the
4 nature of the work requires standing, an adequate number of suitable seats shall be placed in
5 reasonable proximity to the work area and employees shall be permitted to use such seats when it
6 does not interfere with the performance of their duties.

7 112. Suitable seating is one of the worker protections covered by California's Wage
8 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
9 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker
10 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

11 113. Based on information and belief, DEFENDANTS failed to provide Aggrieved
12 Employees with suitable seating, and when such employees were not engaged in duties which
13 required them to stand, no seating was placed in reasonable proximity to their workstations.

14 114. For example, DEFENDANTS failed to provide PLAINTIFF with suitable seating,
15 and when PLAINTIFF was not engaged in duties which required PLAINTIFF to stand, no seating
16 was placed in reasonable proximity to PLAINTIFF's workstation.

17 115. Moreover, based on information and belief, the nature of the work reasonably
18 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
19 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
20 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
21 of seats would not interfere with the performance of their duties.

22 116. **Reporting Time Pay Violations.** Section 5 of all applicable IWC Wage Orders,
23 provides as follows:

24 117. (A) Each workday an employee is required to report for work and does report, but is
25 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
26 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
27 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
28 than the minimum wage. (B) If an employee is required to report for work a second time in any one

1 workday and is furnished less than two (2) hours of work on the second reporting said employee
2 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
3 minimum wage.

4 118. PLAINTIFF was not paid reporting time wages in accordance with California law,
5 including but not limited to the applicable IWC Wage Order. For example, based on information
6 and belief, at times, PLAINTIFF and/or other Aggrieved Employees reported to work for a
7 scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting
8 time pay wages in accordance with California law.

9 119. Based on information and belief, DEFENDANTS have a policy and practice of
10 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
11 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
12 pay all reporting time wages to PLAINTIFF and Aggrieved Employees violated and continues to
13 violate the applicable Wage Order, and the California Labor Code, including but not limited to
14 section 1198.

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

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

1 **122. Failure to Produce Employment Records.** Based on information and belief,
2 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
3 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code
4 sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF, through
5 counsel, sent a written request for payroll and personnel records to DEFENDANTS on or around
6 including but not limited to the following date(s): September 11, 2024, and October 29, 2024. Yet,
7 DEFENDANTS failed to timely produce complete records within the time periods delineated by
8 California labor law. Based on information and belief, DEFENDANTS failed and continues to fail
9 to timely produce complete payroll and personnel records when requested by other Aggrieved
10 Employees. Based on information and belief, DEFENDANTS failed and continue to fail to timely
11 produce complete time, pay, and personnel records when requested by other Aggrieved Employees.

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

22 **124.** Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
23 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
24 entitlement to sick leave in a Labor Code section 2810.5 notice. Based on information and belief,
25 DEFENDANTS failed to provide notice of the correct sick leave amount balance available to
26 PLAINTIFF and other Aggrieved Employees on their wage statements or other written statement.
27 Moreover, based on information and belief, DEFENDANTS failed to maintain accurate records of
28 used sick leave and the balance of paid sick leave.

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

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

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

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

17 Unlawful Agreements.

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

28 130. Labor Code section 432.6(a), provides that "a person shall not, as a condition of

1 employment, continued employment, or the receipt of any employment-related benefit, require any
2 applicant for employment or any employee to waive any right...”Based on information and belief,
3 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
4 signed as a condition of employment, including but not limited to, during the onboarding process.
5 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
6 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
7 invalid waivers are otherwise unlawful under Labor Code section 432.6.

8 131. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
9 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
10 432.5.

11 Unlawful Inquires into Criminal History

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

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

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

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

5 **FIRST CAUSE OF ACTION**
6 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
7 **2698, *ET SEQ.***

8 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
9 **Defendants)**

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

11 **Failure to Keep Accurate Records**

12 137. California Labor Code § 1174 requires employers to keep “accurate and complete”
13 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
14 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
15 times during which all owed meal periods were provided each day.

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

21 139. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
22 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
23 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
24 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
25 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
26 period during which the referenced statutes and Wage Order provisions were violated.¹

27 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

28 140. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage

¹ Labor Code § 2699(f)

1 Orders, section 7 require that employers keep the following information on file for each employee
2 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
3 and the corresponding number of hours worked by the employee at each hourly rate, when the
4 employee begins and ends each work period (including meal periods) and split intervals; total hours
5 worked by the employee; all deductions; gross wages earned; and net wages earned.

6 141. Section (b) of Labor Code section 226 further requires employers to "afford current
7 and former employees the right to inspect or receive a copy of records pertaining to their
8 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
9 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
10 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
11 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
12 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
13 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
14 the employer. Lab. Code section 226(f).

15 142. Personnel Records. In addition to their right to time and pay records, employees, and
16 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
17 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
18 section 432 further specifies that employers must furnish copies of all employment records bearing
19 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
20 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
21 from the date the employer receives a written request." An employer's failure to comply within this
22 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
23 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

24 143. Based on information and belief, DEFENDANTS fail to timely produce or make
25 available Aggrieved Employees' personnel records and/or payroll records when requested pursuant
26 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
27 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

28 **Meal Period Violations**

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

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

9 146. Employers covered by any and all applicable IWC Wage Orders have an obligation
10 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
11 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
12 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
13 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
14 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
15 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
16 provided”).

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

24 148. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
25 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
26 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
27 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
28 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal

1 periods completely.

2 149. Based on information and belief, DEFENDANTS had and continue to have a policy
3 of rounding the start and end times of employees' meal periods and/or automatically deducting
4 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF
5 and Aggrieved Employees did not receive compliant meal periods.

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

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

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

17 153. These unlawful meal period policies and practices result in violations of Labor Code
18 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
19 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
20 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
21 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

22
23 **Rest Period Violations**

24 154. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
25 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
26 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
27 "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
28 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for

1 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
2 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
3 1029). The rest period requirement obligates employers to permit and authorize employees to take
4 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
5 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
6 257. If the employer fails to provide any required rest period, the employer must pay the employee
7 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
8 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
9 applicable IWC Wage Order, §12(B).

10 155. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
11 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
12 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
13 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
14 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
15 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
16 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
17 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
18 “onus is on the employer to clearly communicate the authorization and permission [to take rest
19 periods] to its employees.”).

20 156. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
21 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
22 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
23 to DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
24 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
25 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

26 157. Based on information and belief, DEFENDANTS implemented policies and/or
27 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
28 employer control during rest periods. Based on further information and belief, Aggrieved

1 Employees were pressured to complete their work duties according to a designated schedule such
2 that rest periods were only taken once tasks were completed, and/or as time permitted.

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

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

11 160. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
12 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
13 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

14 **Minimum and Overtime Wage Violations**

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

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

28 163. As explained above, DEFENDANTS violated California's minimum and overtime

1 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
2 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
3 start and end times and meal period start and end times), payment according to scheduled hours
4 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
5 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
6 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

7 164. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
8 Aggrieved Employees for all hours worked.

9 165. Based on information and belief, DEFENDANTS had actual or constructive
10 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
11 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
12 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
13 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved
14 Employees.

15 166. Based on information and belief, DEFENDANTS calculated the owed overtime
16 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
17 based on the minimum wage established for the cities and/or counties within which Aggrieved
18 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
19 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
20 above the California minimum wage rate.

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

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

28 169. Based on information and belief, DEFENDANTS further violated California's

1 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
2 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
3 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
4 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
5 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
6 other Aggrieved Employees.

7 170. Based on information and belief, at times, Aggrieved Employees that were subject
8 to an AWS, were sent home early and/or worked less hours than those that were scheduled under
9 the AWS. On such shortened shifts, Aggrieved Employees were entitled to overtime pay at 1.5 times
10 the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Aggrieved
11 Employees their base rate for all hours worked on the shortened shift(s) in violation of the alternative
12 workweek schedule, and in violation of California Labor Code section 510, the applicable Wage
13 Order, and Labor Code section 1198. As such, Aggrieved Employees that were subject to an AWS
14 were also deprived of all owed overtime wages when required to work shortened shifts.

15 171. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
16 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
17 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
18 Wage Orders, section 20.

19 **Statutory Wage Violations**

20 172. California Labor Code section 223 makes it unlawful for an employer to secretly pay
21 wages lower than required by statute while purporting to pay legal wages. As described above,
22 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
23 earned minimum and overtime compensation for all hours worked which resulted in the payment of
24 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
25 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
26 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
27 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
28 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved

1 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
2 Labor Code § 2699(f)-(g).

3 **Refusal to Make Payment**

4 173. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
5 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
6 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
7 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
8 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
9 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
10 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
11 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

12 **Reporting Time Pay Violations.**

13 174. Section 5 of all applicable IWC Wage Orders, provides as follows:

14 175. (A) Each workday an employee is required to report for work and does report, but is
15 not put to work or is furnished less than half said employee's usual or scheduled day's work, the
16 employee shall be paid for half the usual or scheduled day's work, but in no event for less than two
17 (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
18 than the minimum wage. (B) If an employee is required to report for work a second time in any one
19 workday and is furnished less than two (2) hours of work on the second reporting said employee
20 shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the
21 minimum wage.

22 176. PLAINTIFF was not paid reporting time wages in accordance with California law,
23 including but not limited to the applicable IWC Wage Order. For example, based on information
24 and belief, at times, PLAINTIFF and/or other Aggrieved Employees reported to work for a
25 scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting
26

27 ² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 time pay wages in accordance with California law.

2 177. Based on information and belief, DEFENDANTS have a policy and practice of
3 failing to pay all reporting time wages to Aggrieved Employees, in violation of California law,
4 including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to
5 pay all reporting time wages to PLAINTIFF and Aggrieved Employees violated and continues to
6 violate the applicable Wage Order, and the California Labor Code, including but not limited to
7 section 1198.

8 **Failure to Provide Suitable Resting Facilities**

9
10 178. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
11 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities
12 shall be provided in an area separate from the toilet rooms and shall be available to employees during
13 work hours."

14 179. DEFENDANTS' locations/facilities are generally similar in layout and design, and
15 there was, and continues to be, space that allows for a resting facility that employees may use to
16 cease work and recover during meal or rest periods. DEFENDANTS could have provided
17 PLAINTIFF and Aggrieved Employees with a resting facility within DEFENDANTS'
18 facilities/locations with reasonable or no modification, but instead denied and continues to deny,
19 employees with suitable areas to rest (e.g. a breakroom). As a result, PLAINTIFF and other
20 Aggrieved Employees were forced to adjust to areas not conducive to resting, including but not
21 limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises
22 which are not designated or reserved for their rest, such as their personal vehicles.

23 180. DEFENDANTS did not provide PLAINTIFF and Aggrieved Employees with
24 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

25 181. DEFENDANTS' failure to provide suitable resting facilities to PLAINTIFF and
26 Aggrieved Employees violated and continue to violate the applicable Wage Order, section 13(B)
27 and the California Labor Code, including but not limited to section 1198.

28 **Seating Violations.**

1 182. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
2 provided with suitable seats when the nature of the work reasonably permits the use of seats and
3 when they are not actively engaged in the work duties that would not permit them to be seated.

4 183. All applicable IWC Wage Orders, Section 14(A-B) provides:

5 (A) All working employees shall be provided with suitable seats when the nature of the
6 work reasonably permits the use of seats.

7 (B) When employees are not engaged in the active duties of their employment and the
8 nature of the work requires standing, an adequate number of suitable seats shall be placed in
9 reasonable proximity to the work area and employees shall be permitted to use such seats when it
10 does not interfere with the performance of their duties.

11 184. Suitable seating is one of the worker protections covered by California's Wage
12 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
13 construed to effectuate the goal of protecting the comfort and welfare of employees. Brinker
14 Restaurant Corp. v. Superior Court, 53 Cal.4th 1004, 1027 (2012).

15 185. Based on information and belief, DEFENDANTS failed to provide Aggrieved
16 Employees with suitable seating, and when such employees were not engaged in duties which
17 required them to stand, no seating was placed in reasonable proximity to their workstations.

18 186. For example, DEFENDANTS failed to provide PLAINTIFF with suitable seating,
19 and when PLAINTIFF was not engaged in duties which required PLAINTIFF to stand, no seating
20 was placed in reasonable proximity to PLAINTIFF's workstation.

21 187. Moreover, based on information and belief, the nature of the work reasonably
22 permitted the use of seats for at least part of the time that Aggrieved Employees were working.
23 Lastly, there were periods of time when Aggrieved Employees were not engaged in active duties of
24 their employment, yet there were no suitable seats in reasonable proximity to the work area and use
25 of seats would not interfere with the performance of their duties.

26 **Standard Conditions of labor Violations**

27 188. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
28 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,

1 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
2 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
3 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
4 minimum/overtime wages and other violations described herein result in separate violations of
5 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
6 1197.1 and 2699.

7 **Business Expense Violations**

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

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

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

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

28 193. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with

1 full reimbursement for all reasonable expenses associated with carrying out their duties required
2 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
3 expenses in violation of Labor Code section 2802.

4 194. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
5 Employees have suffered injury in that they were not completely reimbursed as mandated by
6 California law.

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

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

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

18 **Wage Statement Violations**

19 198. California law requires every employer semi-monthly or at the time of each payment
20 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
21 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
22 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
23 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
24 is paid; (7) the name of the employee and only the last four digits of his or her social security number
25 or an employee identification number other than a social security number; (8) the name and address
26 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

28 199. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees

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

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

18 201. As explained above, wage statements issued by DEFENDANTS failed to list the
19 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
20 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
21 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
22 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
23 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
24 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

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

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

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

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

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

18 209. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
19 Employees have suffered injury. The absence of accurate information on their wage statements has
20 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
21 mathematical computations to determine the amount of wages owed, and will cause difficulty and
22 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
23 submission of inaccurate information about wages and amounts deducted from wages to state and
24 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
25 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
26 and pay records than if DEFENDANT had complied with its legal obligations.

27 210. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
28 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period

1 during which the statute provisions were violated.³

2 **Unlawful Deductions**

3 211. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
4 an employee any part of wages theretofore paid by said employer to said employee.” Based on
5 information and belief, DEFENDANTS made unlawful deductions from Aggrieved Employees
6 paychecks during the relevant period, including without limitation, deducting business costs from
7 Aggrieved Employees’ earned wages/paychecks. Such a practice is in violation of including but not
8 limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under
9 Labor Code Section 2699.

10 212. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
11 each pay period during which the statute provisions were violated. See Lab. Code §225.5
12 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
13 provided in this article, every person who unlawfully withholds wages due any employee in
14 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
15 to pay each employee”).

16 **Sick Leave Violations**

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

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

28 ³ Labor Code § 226.3 (establishing that the civil penalty is \$13 per employee per violation”).

1 Aggrieved Employees' intelligent exercise of their paid sick leave.

2 215. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
3 their paid sick leave at least prior to their respective separations, for as on several occasions
4 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
5 compensation.

6 216. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
7 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
8 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
9 were entitled to the maximum number of hours accruable.

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

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

16 219. On information and belief, PLAINTIFF alleges that all of these practices were
17 experienced and continue to be experienced by other Aggrieved Employees.

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

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

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

28 222. Based on information and belief, DEFENDANTS had and continue to have a

1 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
2 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
3 at the properly accrued rates (including but not limited to any owed shift differential pay) to
4 Aggrieved Employees upon separation of employment, in violation of California law, including but
5 not limited to, Labor Code section 227.3.

6 **Untimely Payment of Final Wages**

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

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

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

28 226. Based on information and belief, at times, Aggrieved Employees experienced breaks

1 in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in
2 for work for longer than a single pay period due to including but not limited to DEFENDANTS'
3 lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,
4 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in
5 violation of including but not limited to Labor Code section 201-202.

6 227. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
7 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
8 256.

9 **Violation of Labor Code Section 208**

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

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

19 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

20 *Unlawful Agreements.*

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

1 of obtaining and/or continuing employment in violation of Labor Code section 432.5.

2 231. Labor Code section 432.6(a), provides that “a person shall not, as a condition of
3 employment, continued employment, or the receipt of any employment-related benefit, require any
4 applicant for employment or any employee to waive any right...”Based on information and belief,
5 DEFENDANTS required Aggrieved Employees to sign meal period waivers that were universally
6 signed as a condition of employment, including but not limited to, during the onboarding process.
7 By requiring Aggrieved Employees to sign unlawful meal period waivers as a condition of obtaining
8 and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these
9 invalid waivers are otherwise unlawful under Labor Code section 432.6.

10 232. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
11 condition of employment, DEFENDANTS violated including but not limited to, Labor Code section
12 432.5.

13 Unlawful Inquires into Criminal History

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

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

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

28 **Violation of Labor Code Section 432.6**

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

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

8 238. Labor Code Section 432.6(b) provides in pertinent part:

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

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

18 241. Under the provisions of PAGA and the above mentioned Labor Code sections,
19 including but not limited to Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226,
20 226.7, 227.3, 245-248.6, 256, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,
21 1197.1, 1198, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
22 interpretations of these laws by California Courts and administrative bodies, as well as any other
23 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

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

27 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
28 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided

1 by Labor Code section 2699(f).

2 242. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
3 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State
6 of California, and all Aggrieved Employees:

- 7 1. For civil penalties under Labor Code Section 2699;
8 2. For an order temporarily, preliminarily and permanently enjoining and
9 restraining DEFENDANTS from engaging in similar unlawful conduct as set
10 forth herein;
11 3. For reasonable attorney's fees and costs of suit; and
12 4. For such other and further relief that the Court deems just and proper.

13
14 Dated: November 21, 2024

CROSNER LEGAL, PC

15
16 By: 

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