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JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli, SB# 339491
E-Mail: jramli@justiceforworkers.com
Guneez Ibrahim, SB# 367321
E-Mail: gibrahim@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff JULIE BILL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JULIE BILL, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., a Delaware corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2604338

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558)

(2) WAGE STATEMENT PENALTIES (LABOR CODE § 226)

(3) WAITING TIME PENALTIES (LABOR CODE §§ 201-203)

(4) CIVIL PENALTIES UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

Plaintiff JULIE BILL ("Plaintiff"), on behalf of herself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint ("Complaint") against Defendants WELLS FARGO BANK, NATIONAL ASSOCIATION, and DOES 1 to 50 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this Complaint for recovery of penalties under California Labor Code §§ 201, 202, 203, 226, 226.7, 246, 512, 516, 2698, *et seq*. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the Labor Code because the amount in controversy exceeds $25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Riverside County, and some of the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff was employed by Defendants within Riverside County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Labor Code §§ Labor Code §§ 201, 202, 203, 226, 226.7, 246, 512, 516, 2698, *et seq*.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other, similarly-situated non-exempt employees within Riverside County, and the State of California and, therefore, were (and are) doing business in Riverside County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said

defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Class (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

10. During the relevant time period, Defendants employed Plaintiff as an hourly-paid, non-exempt employee as a cashier at Defendant's Store #0601 in Corona, California.

11. Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal

or rest period that is not provided. Furthermore, Labor Code § 246(l) requires employers to pay paid sick leave at the regular rate of pay.

12. During the relevant time period, Defendants improperly calculated the meal period premium rate and sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate all non-discretionary remuneration into regular rate of pay. For instance, for the payroll on pay period ending ("PPE") September 14, 2025, Plaintiff received an incentive called "Reg Success SHR" which was earned over the period of February 3, 2025 to August 3, 2025. Concurrently, Defendant trued up the regular rate of pay on this incentive and retroactively paid the regular rate of pay on overtime worked between February 3, 2025 and June 6, 2025. However, Defendant failed to retroactively pay the regular rate on one hour of meal period premium and 0.53 hours of paid sick leave paid to Plaintiff during PPE March 30, 2025.

13. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay aggrieved employees all meal period premium and paid sick leave wages due to them within any time period specified by Labor Code §§ 201 and 202 as discussed above.

14. Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide aggrieved employees with complete and accurate itemized wage statements because of the underpayment of meal period premiums and paid sick leave wages as discussed above.

CLASS ACTION ALLEGATIONS

15. **Class Definitions**: Plaintiff brings this action on behalf of herself and the following Class pursuant to § 382 of the California Code of Civil Procedure: All non-exempt employees of Defendants who received a non-discretionary incentive that was earned over a period greater than a pay period (*e.g.*, monthly, quarterly, or annual incentives) and was paid meal period premiums or

sick leave wages during the same period in which the non-discretionary incentive was earned during the period from the four years prior to the filing of this lawsuit to the date of class certification.

16. **Numerosity/Ascertainability**: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Class is unknown to Plaintiff at this time; however, it is estimated that the members of the Class number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

17. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest**: There are predominant common questions of law and fact as to Plaintiff and members of the Class, which predominate over questions affecting only individual members including, without limitation to:

a. Whether Defendants properly paid all meal period premium wages to members of the Class

b. Whether Defendants properly paid all paid sick leave wages to members of the Class;

c. Whether Defendants furnished legally compliant wage statements to members of the Class; and

d. Whether Defendants timely paid all final wages to members of the Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

18. **Typicality**: The claims of Plaintiff are typical of the claims of the Class because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Class, was not paid all paid sick leave and meal period premiums wages due.

19. **Adequacy of Representation**: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Class and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Class.

20. **Superiority**: The Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Class make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources.

21. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending hereto.

22. Furthermore, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or

impede the ability of the class members to protect their interests. As such, the Class identified hereinabove are maintainable as a class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(Against All Defendants)

23. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to factor in non-discretionary incentive compensation into the regular rate of compensation for meal period prmeiums.

25. As a consequence of Defendants' unlawful meal period practices, Plaintiff and members of the Class seek recovery of underpaid premium wages at the regular rate of compensation including attorney's fees, interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code §§ 218.5, 218.6, 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

SECOND CAUSE OF ACTION

WAGE STATEMENT PENALTIES

(Against All Defendants)

26. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

27. Defendants' failure to furnish members of the Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the underpayment of meal period premium and paid sick leave wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

28. As a consequence of Defendants' unlawful wage statement practices, members of the Class seek damages and/or statutory penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226.

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THIRD CAUSE OF ACTION

WAITING TIME PENALTIES

(Against All Defendants)

29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay members of the Class all final wages due to them at their separation from employment because of underpaid meal period premium and paid sick leave wages.

31. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay members of the Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

32. As a consequence of Defendants' unlawful practices, members of the Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

FOURTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

34. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved Employees"), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to, $100 for each initial violation and $200 for each subsequent violation per employee per pay period, based on the following Labor Code violations:

a. Failing to pay meal period premium wages to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

b. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

c. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202; and

d. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246.

35. On or about July 15, 2026, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as representative of the Class;

3. For an order appointing Counsel for Plaintiff as Counsel for the Class;

4. Upon the First Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code § 226;

6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §

203;

7. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to, $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period;

8. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

9. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

10. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

DATED: September 14, 2026

JUSTICE FOR WORKERS, P.C.

By: _____

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Guneez Ibrahim
Attorneys for Plaintiff JULIE BILL