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and on behalf of all other similarly situated putative class members

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SAMUEL ABREGO and MIGUEL
PICHARDO, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

STERICYCLE, INC.; STERICYCLE
ENVIRONMENTAL SOLUTIONS, INC.,
STERICYCLE SPECIALTY WASTE
SOLUTIONS, INC., CLEAN EARTH
ENVIRONMENTAL SOLUTIONS, INC.,
SHRED-IT USA LLC, and DOES 1
through 20, inclusive,

Defendants.

Case No. 20CV365248

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay All Wages Due Upon Separation of Employment;
7. Failure to Provide Business Expense Reimbursements;
8. Failure to Pay For The Cost of Drug Testing and Physical Examinations
9. Unlawful Non-Solicitation Agreements
10. Violation of Business and Professions Code §§ 17200, *et seq.*
11. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)

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9 Attorneys for Plaintiff Miguel Pichardo, individually and on behalf of all other aggrieved
10 employees
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1 Plaintiff Samuel Abrego, individually, and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Samuel Abrego (“Plaintiff Abrego”) and Miguel Pichardo (“Plaintiff
5 Pichardo”) (collectively, “Plaintiffs”) bring this putative class and representative action
6 pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
7 defendants Stericycle, Inc., and DOES 1 through 20, inclusive (collectively, “Defendants”), on
8 behalf of themselves individually and on behalf of California citizens who are and were
9 employed by Defendants as non-exempt employees throughout California.

10 2. Defendants are in the business of waste disposal.

11 3. Through this action, Plaintiffs allege that Defendants have engaged in a
12 systematic pattern of wage and hour violations under the California Labor Code and Industrial
13 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
14 unfair competition.

15 4. Plaintiffs are informed and believes, and thereon allege, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failure to provide business expense reimbursements;
- 18 (b) failure to maintain accurate time and pay records;
- 19 (c) failure to timely pay all wages during employment;
- 20 (d) failure to pay wages upon separation of employment;
- 21 (e) failure to provide one day’s rest in seven;
- 22 (f) failure to pay for the cost of physical examinations and drug testing;
- 23 (g) denial or withholding of wages due;
- 24 (h) payment of wages lower than required by statute;
- 25 (i) unlawful non-solicitation agreements;
- 26 (j) failure to pay overtime;
- 27 (k) failure to pay minimum wages;
- 28 (l) failure to provide and record meal periods;

- (m) failure to authorize and permit rest periods;
- (n) failure to provide and maintain accurate wage statements;
- (o) failure to provide notice of paid sick leave rights; and
- (p) unlawful deductions from wages.

5. Plaintiffs seek relief against Defendants on behalf of themselves, all others similarly situated in California and the State of California to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to Labor Code §§ 201-203, 204, 210, 216, 216.5, 221-223, 225.5, 226, 226.3, 226.7, 226.8, 233, 234, 245-248.5, 256, 432.5, 432.7, 510, 511, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199, 2810.5, 2802, 2698, *et seq.*, Business and Professions Code § 16600, Code of California Civil Procedure § 1021.5 and all applicable Wage Orders.

JURISDICTION AND VENUE

6. This is a class action pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff Abrego is a resident of California and worked for Defendants in California during the relevant time periods as alleged herein.

11. Plaintiff Pichardo is a resident of California and worked for Defendants in California during the relevant time periods alleged herein.

12. Plaintiffs are informed and believe, and thereon allege that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

13. Plaintiffs are informed and believe, and thereon allege that STERICYCLE, INC. was and is a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this country, the State of California, or various states of the United States of America.

14. Plaintiffs are informed and believe, and thereon allege that STERICYCLE ENVIRONMENTAL SOLUTIONS, INC. was and is a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

15. Plaintiffs are informed and believe, and thereon allege that STERICYCLE SPECIALTY WASTE SOLUTIONS, INC. was and is a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

16. Plaintiffs are informed and believe, and thereon allege that CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. was and is a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

17. Plaintiffs are informed and believe, and thereon allege that SHRED-IT USA LLC was and is a Delaware limited liability company, and at all times hereinafter mentioned,

1 an employer whose employees are engaged throughout this county, the State of California, or
2 the various states of the United States of America.

3 18. Plaintiffs are unaware of the true names or capacities of the defendants sued
4 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to
5 amend this Complaint and serve such fictitiously named defendants once their names and
6 capacities become known.

7 19. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
8 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
9 at all relevant times.

10 20. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
11 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
13 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
14 the employer and/or joint employer of Plaintiffs and the class members.

15 21. Plaintiffs are informed and believe, and thereon allege, that each and all of the
16 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
17 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
18 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
19 the official policy of Defendants.

20 22. At all relevant times, Defendants, and each of them, acted within the scope of
21 such agency or employment, or ratified each and every act or omission complained of herein.
22 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
23 each and all the other Defendants in proximately causing the damages herein alleged.

24 23. Plaintiffs are informed and believe, and thereon allege, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 **CLASS ACTION ALLEGATIONS**
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1 24. Plaintiff Abrego brings this action under Code of Civil Procedure § 382 on
2 behalf of himself and all others similarly situated who were affected by Defendants' Labor
3 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

4 25. All claims alleged herein arise under California law for which Plaintiff Abrego
5 seeks relief authorized by California law.

6 26. Plaintiff Abrego's proposed class consists of and is defined as follows:

7 Class

8 All California citizens currently or formerly employed by Defendants as non-
9 exempt employees in the State of California within four years prior to the filing of
10 this action to the date the class is certified ("Class").

11 27. Plaintiff Abrego also seeks to certify the following subclass of employees:

12 Waiting Time Subclass

13 All Class Members who separated their employment with Defendants at any time
14 within three years prior to the filing of this action to the date the class is certified
15 ("Subclass" or "Waiting Time Subclass").

16 28. Plaintiff Abrego reserves the right to modify or re-define the Class, establish
17 additional subclasses, or modify or re-define any class or subclass definition as appropriate
18 based on investigation, discovery, and specific theories of liability.

19 29. Members of the Class and the Subclass described above will be collectively
20 referred to as "Class Members."

21 30. There are common questions of law and fact as to the Class Members that
22 predominate over any questions affecting only individual members including, but not limited to,
23 the following:

24 (a) Whether Defendants fail to pay Plaintiff Abrego and Class Members all
25 wages (including minimum wages and overtime wages) for all hours
26 worked by Plaintiff Abrego and Class Members.

27 (b) Whether Defendants required Plaintiff Abrego and Class Members to
28 work over eight (8) hours per day, over twelve (12) hours per day, over

forty (40) hours per week, and/or seven (7) consecutive days and failed to pay them overtime compensation at the proper rate.

(c) Whether Defendants deprived Plaintiff Abrego and Class Members of timely meal periods or required Plaintiff Abrego and Class Members to work through meal periods without proper compensation.

(d) Whether Defendants deprived Plaintiff Abrego and Class Members of rest breaks or required Plaintiff Abrego and Class Members to work through rest breaks without proper compensation.

(e) Whether Defendants failed to provide Plaintiff Abrego and Class Members accurate itemized wage statements.

(f) Whether Defendants failed to timely pay the Waiting Time Subclass all wages due upon termination or within seventy-two (72) hours of resignation.

(g) Whether Defendants failed to pay Plaintiff Abrego and Class Members business expense reimbursements.

(h) Whether Defendants failed to pay Plaintiff Abrego and Class Members for the cost of physical examinations and drug testing.

(i) Whether Defendants caused Plaintiff Abrego and Class Members to enter unlawful non-solicitation agreements;

(j) Whether Defendants' conduct was willful or reckless.

(k) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code §§ 17200, *et seq.*

31. There is a well-defined community of interest in this litigation and the proposed Class and Subclass are readily ascertainable:

(a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff Abrego at this time, on information and belief, the class is estimated to be greater

1 than twenty-five (25) individuals. The identities of the Class Members are readily ascertainable
2 by inspection of Defendants' employment and payroll records.

3 (b) Typicality: The claims (or defenses, if any) of Plaintiff Abrego are
4 typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to
5 comply with the provisions of California's wage and hour laws entitled each Class Member to
6 similar pay, benefits, and other relief. The injuries sustained by Plaintiff Abrego are also typical
7 of the injuries sustained by the Class Members because they arise out of and are caused by
8 Defendants' common course of conduct as alleged herein.

9 (c) Adequacy: Plaintiff Abrego will fairly and adequately represent and
10 protect the interests of all Class Members because it is in his best interest to prosecute the
11 claims alleged herein to obtain full compensation and penalties due to him and the Class
12 Members. Plaintiff Abrego's attorneys, as proposed class counsel, are competent and
13 experienced in litigating large employment class actions and versed in the rules governing class
14 action discovery, certification, and settlement. Plaintiff Abrego has incurred and, throughout
15 the duration of this action, will continue to incur attorneys' fees and costs that have been and
16 will be necessarily expended for the prosecution of this action for the substantial benefit of the
17 Class Members.

18 (d) Superiority: The nature of this action makes use of class action
19 adjudication superior to other methods. A class action will achieve economies of time, effort,
20 and expense as compared with separate lawsuits and will avoid inconsistent outcomes because
21 the same issues can be adjudicated in the same manner for the entire Class and Subclass at the
22 same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently
23 manage this case as a class action.

24 (e) Public Policy Considerations: Employers in the State of California
25 violate employment and labor laws every day. Current employees are often afraid to assert their
26 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
27 actions because they believe their former employers might damage their future endeavors
28 through negative references and/or other means. Class actions provide class members who are

1 not named in the complaint with a type of anonymity that allows for the vindication of their
2 rights while affording them privacy protections.

3 **GENERAL ALLEGATIONS**

4 32. At all relevant times mentioned herein, Defendants employed Plaintiffs and
5 other California residents as non-exempt employees at Defendants' California business
6 location(s).

7 33. Defendant employed Plaintiffs as non-exempt employees at Defendants'
8 California business location.

9 34. Defendants continue to employ non-exempt employees within California.

10 35. Plaintiffs are informed and believe, and thereon allege, that at all times herein
11 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
12 who were knowledgeable about California's wage and hour laws, employment and personnel
13 practices, and the requirements of California law.

14 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
16 were entitled to receive wages for all time worked (including minimum wages and overtime
17 wages) and that they were not receiving all wages earned for work that was required to be
18 performed. In violation of the Labor Code and IWC Wage Orders, Plaintiffs, Class Members
19 and other non-party Aggrieved Employees were not paid all wages (including minimum wages
20 and overtime wages) for all hours worked.

21 37. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs, Class
22 Members and other non-party Aggrieved Employees were not paid for all hours worked
23 because all hours worked were not recorded.

24 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
26 were entitled to receive at least minimum wages for compensation and that they were not
27 receiving at least minimum wages for work that was required to be done off-the-clock. In
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1 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
2 were not paid at least minimum wages for work done off-the-clock.

3 39. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs, Class
4 Members and other non-party Aggrieved Employees were systematically deprived of
5 compensable time because the time recording system implemented by Defendants resulted in
6 understating actual compensable work time due to rounding. Defendants further failed to
7 record and pay Plaintiffs, Class Members and other non-party Aggrieved Employees for all
8 hours worked through manipulation of the time clock. Defendants' rounding practices also
9 caused Defendants to keep inaccurate payroll records.

10 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
11 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
12 were entitled to receive all required meal periods or payment of one (1) additional hour of pay
13 at Plaintiff's and Class Members' regular rate of pay when they did not receive a timely,
14 uninterrupted meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
15 Class Members did not receive all meal periods or payment of one (1) additional hour of pay at
16 Plaintiff's and Class Members' regular rate of pay when they did not receive a timely,
17 uninterrupted meal period.

18 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
20 were entitled to receive all rest breaks or payment of one (1) additional hour of pay at the
21 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC
22 Wage Orders, Plaintiffs, Class Members and other non-party Aggrieved Employees did not
23 receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff's and Class
24 Members' regular rate of pay when a rest break was missed.

25 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
27 were entitled to receive itemized wage statements that accurately showed the following
28 information pursuant to the Labor Code: (1) gross wages earned; (2) total hours worked by the

1 employee; (3) the number of piece-rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and shown as one item; (5) net wages
4 earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the
5 employee and only the last four digits of his or her social security number or an employee
6 identification number other than a social security number; (8) the name and address of the legal
7 entity that is the employer; and (9) all applicable hourly rates in effect during the pay period
8 and the corresponding number of hours worked at each hourly rate by the employee. In
9 violation of the Labor Code, Plaintiffs are informed and believe, and thereon allege, they were
10 not provided with accurate itemized wage statements.

11 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
12 should have known that they had a duty to maintain accurate and complete payroll records in
13 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
14 and intentionally failed to do so.

15 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
16 should have known that the Waiting Time Subclass was entitled to timely payment of wages
17 due upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass
18 did not receive payment of all wages within permissible time periods.

19 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
21 were entitled to timely payment of wages during their employment. In violation of the
22 California Labor Code, Plaintiffs, Class Members and other non-party Aggrieved Employees
23 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
24 wages, and meal and rest period premiums, within permissible time periods.

25 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known they had a duty to compensate Plaintiffs, Class Members and other non-
27 party Aggrieved Employees, and Defendants had the financial ability to pay such compensation
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1 but willfully, knowingly, and intentionally failed to do so in order to increase Defendants'
2 profits.

3 47. Plaintiffs are informed and believe, and thereon allege, that at all times herein
4 mentioned, Defendant failed to timely pay twice during each calendar month all wages due and
5 payable to Plaintiff and other non-party Aggrieved Employees.

6 48. Plaintiffs are informed and believe, and thereon allege, that Defendants willfully
7 and systematically denied Plaintiffs, Class Members and other non-party Aggrieved Employees
8 minimum wage compensation for all hours worked which resulted in the payment of less than
9 statutorily required wages to them. Defendants acted with intent to deprive them of statutory
10 wages including, but not limited to, overtime and minimum wages, to which they were entitled.

11 49. Plaintiffs are informed and believe, and thereon allege, that at all times herein
12 mentioned, Defendants knew or should have known that they had a duty to cover the costs and
13 expenses Plaintiffs, Class Members and other non-party Aggrieved Employees incurred
14 obtaining mandatory physical examinations and/or drug tests, but willfully, knowingly, and
15 intentionally failed to do so.

16 50. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
18 were entitled to receive reimbursement for all business-related expenses and costs they incurred
19 during the course and scope of their employment and that they did not receive reimbursement
20 of applicable business-related expenses and costs incurred.

21 51. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
23 were entitled to one day's rest in seven. In violation of the California Labor Code, Defendants
24 required Plaintiffs, Class Members and other non-party Aggrieved Employees to work more
25 than six consecutive days without a day of rest, where the total hours worked exceeded 30
26 hours in any week or six hours in any one day thereof.

1 52. Plaintiffs are informed and believe, and thereon allege, that Defendants required
2 Plaintiffs, Class Members and other non-party Aggrieved Employees to sign unlawful non-
3 solicitation agreements.

4 53. Plaintiffs are informed and believe, and thereon allege, that Defendants paid
5 Plaintiffs, Class Members and other non-party Aggrieved Employees wages lower than
6 required by statute.

7 54. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs, Class Members and other non-party Aggrieved Employees
9 were entitled to receive notice of the amount of paid sick leave available, or paid time off in
10 lieu of sick leave, but that Defendants failed to provide such notice.

11 55. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief
12 against Defendants on behalf of themselves and all Class Members and non-party Aggrieved
13 Employees, to recover, among other things, unpaid wages (including minimum wages and
14 overtime wages), unpaid meal period premium payments, unpaid rest period premium
15 payments, interest, attorneys' fees, penalties, costs, and expenses.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **AGAINST ALL DEFENDANTS**

19 (Violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197; Violation of IWC Wage Order)

20 56. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs
21 above as though fully set forth herein.

22 57. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
23 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
24 wage than the minimum so fixed is unlawful.

25 58. During the relevant time period, Defendants paid Plaintiff Abrego and Class
26 Members less than minimum wages when they failed to pay proper compensation for all hours
27 worked. To the extent these hours do not qualify for the payment of overtime, Plaintiff Abrego
28 and Class Members were not being paid at least the lawful minimum wage for their work.

1 59. During the relevant time period, Defendants regularly failed to pay at least
2 minimum wage to Plaintiff Abrego and Class Members for all hours worked pursuant to Labor
3 Code §§ 1194 and 1197.

4 60. Defendants' failure to pay Plaintiff Abrego and Class Members the required
5 minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff
6 Abrego and Class Members are entitled to recover the unpaid balance of their minimum wage
7 compensation as well as interest, costs, and attorneys' fees.

8 61. Pursuant to Labor Code § 1194.2, Plaintiff Abrego and Class Members are
9 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
10 the accrued interest thereon.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **AGAINST ALL DEFENDANTS**

14 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order)

15 62. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs
16 above as though fully set forth herein.

17 63. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
18 unlawful to employ persons without compensating them at a rate of pay either one and one-half
19 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours or
20 days worked by the person on a daily or weekly basis.

21 64. Specifically, the applicable IWC Wage Orders provide that Defendants are and
22 were required to pay overtime compensation to Plaintiff Abrego and Class Members at the rate
23 of one and one-half times (1½) their regular rate of pay when working and for all hours worked
24 in excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the
25 first eight (8) hours of work on the seventh day of work in a workweek.

26 65. The applicable IWC Wage Orders further provide that Defendants are and were
27 required to pay overtime compensation to Plaintiff Abrego and Class Members at a rate of two
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1 times their regular rate of pay when working and for all hours worked in excess of twelve (12)
2 hours in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

3 66. California Labor Code § 510 codifies the right to overtime compensation at one
4 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in
5 a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
6 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
7 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
8 seventh day of work in a workweek.

9 67. Labor Code § 510 and the applicable IWC Wage Orders provide that
10 employment of more than six days in a workweek is only permissible if the employer pays
11 proper overtime compensation as set forth herein.

12 68. Plaintiff Abrego and Class Members were non-exempt employees entitled to the
13 protections of California Labor Code §§ 510 and 1194.

14 69. During the relevant time period, Defendants required Plaintiff Abrego and Class
15 Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a
16 seventh consecutive day in a workweek without paying Plaintiff Abrego and Class Members
17 overtime wages for their work.

18 70. During the relevant time period, Defendants failed to pay Plaintiff Abrego and
19 Class Members overtime wages for all overtime hours worked when Plaintiff Abrego and Class
20 Members worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a
21 seventh consecutive day of work in a workweek, or when Plaintiff Abrego and Class Members
22 worked in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on the
23 seventh day of work in a work week.

24 71. In violation of state law, Defendants knowingly and willfully refused to perform
25 their obligations and compensate Plaintiff Abrego and Class Members for all wages earned and
26 all hours worked.

1 72. Defendants' failure to pay Plaintiff Abrego and Class Members the unpaid
2 balance of overtime and double time compensation, as required by California law, violates the
3 provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

4 73. Pursuant to Labor Code § 1194, Plaintiff Abrego and Class Members are
5 entitled to recover their unpaid overtime and double time compensation as well as interest,
6 costs, and attorneys' fees.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS**

9 **AGAINST ALL DEFENDANTS**

10 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)

11 74. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs
12 above as though fully set forth herein

13 75. Labor Code § 226.7 provides that no employer shall require an employee to work
14 during any meal period mandated by the IWC Wage Orders.

15 76. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall
16 employ any person for a work period of more than five (5) hours without a meal period of not
17 less than 30 minutes, except that when a work period of not more than six (6) hours will
18 complete the day's work the meal period may be waived by mutual consent of the employer and
19 the employee."

20 77. Labor Code § 512(a) provides that an employer may not require, cause, or permit
21 an employee to work for a period of more than five (5) hours per day without providing the
22 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
23 the total work period per day of the employee is not more than six (6) hours, the meal period
24 may be waived by mutual consent of both the employer and the employee.

25 78. Labor Code § 512(a) also provides that an employer may not employ an
26 employee for a work period of more than ten (10) hours per day without providing the employee
27 with a second meal period of not less than thirty (30) minutes, except that if the total hours
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1 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
2 consent of the employer and the employee only if the first meal period was not waived.

3 79. During the relevant time period, Plaintiff Abrego and Class Members did not
4 receive compliant meal periods for working more than five (5) and/or ten (10) hours per day
5 because their meal periods were missed, late, short, interrupted, and/or they were not permitted
6 to take a second meal period.

7 80. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order
8 requires an employer to pay an employee one (1) additional hour of pay at the employee's
9 regular rate of compensation for each work day that a compliant meal period is not provided.

10 81. At all relevant times, Defendants failed to pay Plaintiff Abrego and Class
11 Members meal period premiums for missed, late, short, and/or interrupted meal periods
12 pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

13 82. As a result of Defendants' failure to pay Plaintiff Abrego and Class Members an
14 additional hour of pay for each day a compliant meal period was not provided, Plaintiff Abrego
15 and Class Members suffered and continue to suffer a loss of wages and compensation.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO PERMIT REST BREAKS**

18 **AGAINST ALL DEFENDANTS**

19 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order)

20 83. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs
21 above as though fully set forth herein.

22 84. Labor Code § 226.7(a) provides that no employer shall require an employee to
23 work during any rest period mandated by the IWC Wage Orders.

24 85. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
25 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
26 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the
27 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
28 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

86. During the relevant time period, Plaintiff Abrego and Class Members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked because they were required to work through their daily rest periods, were not permitted to take timely rest periods, and/or were not authorized to take their rest periods.

87. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

88. At all relevant times, Defendants failed to pay Plaintiff Abrego and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

89. As a result of Defendants' failure to pay Plaintiff Abrego and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff Abrego and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

AGAINST ALL DEFENDANTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

90. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

91. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.

3 92. During the relevant time period, Defendants have knowingly and intentionally
4 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
5 Abrego and Class Members. Defendants provided Plaintiff Abrego and Class Members with
6 wage statements that were missing or inaccurately stated one or more of the following items:
7 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
8 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
9 deductions, provided that all deductions made on written orders of the employee may be
10 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
11 for which the employee is paid, (7) the name of the employee and the last four digits of his or
12 her social security number or an employee identification number other than a social security
13 number, (8) the name and address of the legal entity that is the employer, and/or (9) all
14 applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate by the employee.

16 93. As a result of Defendants' knowing and intentional failure to comply with Labor
17 Code § 226(a), Plaintiff Abrego and Class Members have suffered injury and damage to their
18 statutorily-protected rights. Specifically, Plaintiff Abrego and Class Members are deemed to
19 suffer an injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally
20 violated Labor Code § 226(a). Plaintiff Abrego and Class Members were denied both their
21 legal right to receive, and their protected interest in receiving, accurate itemized wage
22 statements under Labor Code § 226(a). In addition, because Defendants failed to provide the
23 accurate rates of pay on wage statements, Defendants prevented Plaintiff Abrego and Class
24 Members from determining if all hours worked were paid at the appropriate rate and the extent
25 of the underpayment. Plaintiff Abrego has had to file this lawsuit in order to analyze the extent
26 of the underpayment, thereby causing Plaintiff Abrego to incur expenses and lost time. Plaintiff
27 Abrego would not have had to engage in these efforts and incur these costs had Defendants
28

1 provided the accurate hours worked, wages earned, and rates of pay. This has also delayed
2 Plaintiff Abrego's ability to demand and recover the underpayment of wages from Defendants.

3 94. Plaintiff Abrego and Class Members are entitled to recover from Defendants the
4 greater of all actual damages caused by Defendants' failure to comply with Labor Code
5 § 226(a) or fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one
6 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods in an
7 amount not exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and
8 costs.

9 95. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
10 Abrego and Class Members from knowing, understanding, and disputing the wages paid to
11 them and resulted in an unjustified economic enrichment to Defendants. As a result of
12 Defendants' knowing and intentional failure to comply with California Labor Code § 226(a),
13 Plaintiff Abrego and Class Members have suffered an injury, in the exact amount of damages
14 and/or penalties to be shown according to proof at trial.

15 96. Class Members that are still employed by Defendants are also entitled to
16 injunctive relief under California Labor Code § 226(h), compelling Defendants to comply with
17 California Labor Code § 226. Accordingly, affected Class Members seek the recovery of
18 attorneys' fees and costs incurred in obtaining this injunctive relief.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

21 **AGAINST ALL DEFENDANTS**

22 (Violation of Labor Code §§ 201, 202, and 203; Violation of IWC Wage Order)

23 97. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs
24 above as though fully set forth herein.

25 98. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
26 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
27 if an employee voluntarily leaves his employment, his or her wages shall become due and
28 payable not later than seventy-two (72) hours thereafter, unless the employee has given

seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

99. During the relevant time period, Defendants willfully failed to pay the Waiting Time Subclass all their earned wages upon termination, including, but not limited to, proper minimum wage and overtime compensation, meal period premiums, and rest period premiums either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

100. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

101. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

102. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE BUSINESS EXPENSE REIMBURSEMENT

AGAINST ALL DEFENDANTS

(Violation of Labor Code § 2802)

103. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

104. Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their

1 cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's*
2 *Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC
3 Wage Order 4-2001, provides that: “[w]hen the employer requires the use of tools or equipment
4 or they are necessary to the performance of a job, such tools and equipment shall be provided
5 and maintained by the employer, except that an employee whose wages are at least two (2)
6 times the minimum wage may provide and maintain hand tools and equipment customarily
7 required by the particular trade or craft.”

8 105. During the relevant time period, Defendants had a company-wide policy and/or
9 practice of requiring Plaintiff Abrego and Class Members to use personal vehicles for business
10 purposes but did not reimburse them for their travel-related expenses.

11 106. Second, during the relevant time period, Defendants also, on a company-wide
12 basis, required Plaintiff Abrego and Class Members to wear uniforms bearing the company
13 logo on a daily basis, but failed to provide Plaintiff Abrego and Class Members with uniform
14 cleaning services or reimburse them for cleaning expenses incurred.

15 107. Third, during the relevant time period, Defendants, on a company-wide basis,
16 required that Plaintiff Abrego and Class Members to utilize their own personal cellular phones
17 and/or cellular phone data to carry out their job duties, but Defendants failed to reimburse them
18 for the costs of their cellular phone plans and/or data plans.

19 108. Thus, Defendants had, and continue to have, a company-wide policy and/or
20 practice of not reimbursing employees for expenses necessarily incurred in violation of
21 California Labor Code section 2802.

22 109. Pursuant to Labor Code § 2802, Plaintiff Abrego and Class Members are
23 entitled to indemnification for all necessary expenditures or losses incurred, plus interest, costs
24 and attorney fees.

25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO PAY FOR THE COST OF PHYSICAL EXAMINATIONS AND DRUG**

27 **TESTING**

28 **AGAINST ALL DEFENDANTS**

(Violation of Labor Code § 222.5)

110. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

111. Labor Code § 222.5 provides that no person shall withhold or deduct from the compensation of any employee, or require any prospective employee or applicant for employment to pay, any fee for, or cost of, any pre-employment medical or physical examination taken as a condition of employment, nor shall any person withhold or deduct from the compensation of any employee, or require any employee to pay any fee for, or costs of, medical or physical examinations required by any law or regulation of federal, state or local governments or agencies thereof.

112. During the relevant time period, Defendants implemented, on a company-wide basis, an employer-imposed requirement that Class Members undergo mandatory drug tests and/or physical examinations, but required them to do so at their own expense.

113. Defendants' company-wide practice of requiring mandatory drug tests and/or physical examinations without covering the related expense is in violation of Labor Code § 222.5.

114. Plaintiff Abrego and Class Members seek reimbursement, attorneys' fees and costs on this claim.

NINTH CAUSE OF ACTION

UNLAWFUL NON-SOLICITATION AGREEMENTS

AGAINST ALL DEFENDANTS

(Violation of Business and Professions Code § 16600)

115. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

116. Business and Professions Code § 16600 provides that "every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void."

117. Labor Code § 432.5 provides that “no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

118. During the relevant time period, Defendants violated Labor Code § 432.5 and Business and Professions Code § 16600 by requiring Class Members to sign unlawful non-solicitation agreements.

119. Pursuant to Labor Code § 432.5 and Business and Professions Code § 16600, Plaintiff Abrego and Class Members seek to recover damages, attorneys' fees and costs on this claim.

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

AGAINST ALL DEFENDANTS

(Violation of Business and Professions Code §§ 17200, *et seq.*)

120. Plaintiff Abrego hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

121. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice”

122. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies and practices violated state law, causing Plaintiff Abrego and Class Members to suffer and continue to suffer injuries-in-fact.

123. Defendants' policies and practices violated state law in at least the following respects:

(a) Failing to pay all wages earned (including minimum wage and overtime wages) to Plaintiff Abrego and Class Members in violation of Labor Code §§ 510, 511, 1182.12, 1194, 1194.2, 1197, and 1198.

- 1 (b) Failing to provide compliant meal periods without paying Plaintiff
2 Abrego and Class Members premium wages for every day said meal
3 periods were not provided in violation of Labor Code §§ 226.7 and 512.
- 4 (c) Failing to authorize or permit compliant rest breaks without paying
5 Plaintiff Abrego and Class Members premium wages for every day said
6 rest breaks were not authorized or permitted in violation of Labor Code §
7 226.7.
- 8 (d) Failure to reimburse necessary business expenses in violation of Labor
9 Code § 2802;
- 10 (e) Failure to pay for the cost of physical examinations and drug tests in
11 violation of Labor Code § 222.5;
- 12 (f) Unlawful non-solicitation agreements in violation of Labor Code § 432.5
13 and Business and Professions Code § 16600;
- 14 (g) Failing to provide Plaintiff Abrego and Class Members with accurate
15 itemized wage statements in violation of Labor Code § 226.
- 16 (h) Failing to timely pay all earned wages to the members of the Waiting
17 Time Subclass upon separation of employment in violation of Labor
18 Code §§ 201, 202, and 203.

19 124. As alleged herein, Defendants systematically engaged in unlawful conduct in
20 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all
21 wages (minimum and overtime wages), failing to provide meal periods and rest breaks
22 or compensation in lieu thereof, failing to furnish accurate wage statements, and failing
23 to pay all wages due and owing upon separation of employment in a timely manner, all
24 in order to decrease their costs of doing business and increase their profits.

25 125. At all relevant times herein, Defendants held themselves out to Plaintiff Abrego
26 and Class Members as being knowledgeable concerning the labor and employment laws
27 of California.
28

1 126. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
2 Abrego and Class Members wages and monies, thereby creating for Defendants an
3 artificially lower cost of doing business in order to undercut their competitors and
4 establish and/or gain a greater foothold in the marketplace.

5 127. As a result of Defendants' intentional, willful, purposeful, and wrongful
6 misrepresentation of their conformance with the California Labor Code and IWC Wage
7 Orders, Plaintiff Abrego and Class Members suffered a loss of wages and monies, all in
8 an amount to be shown according to proof at trial.

9 128. By violating the foregoing statutes and regulations as herein alleged,
10 Defendants' acts constitute unfair and unlawful business practices under California
11 Business and Professions Code §§ 17200, *et seq.*

12 129. As a result of the unfair and unlawful business practices of Defendants, as
13 alleged herein, Plaintiff Abrego and Class Members are entitled to injunctive relief,
14 disgorgement, and restitution in an amount to be shown according to proof at trial.

15 130. Plaintiff Abrego seeks to enforce important rights affecting the public interest
16 within the meaning of California Code of Civil Procedure § 1021.5. Defendants'
17 conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful
18 to Plaintiff Abrego, Class Members, and the general public. Based on Defendants'
19 conduct as alleged herein, Plaintiff Abrego and Class Members are entitled to an award
20 of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

21 **ELEVENTH CAUSE OF ACTION**

22 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

23 **AGAINST STERICYCLE, INC.; STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.,**
24 **STERICYCLE SPECIALTY WASTE SOLUTIONS, INC., AND SHRED-IT USA LLC,**

25 131. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs as
26 though fully set forth herein.

27 132. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
28 for a civil penalty to be assessed and collected by the Labor and Workforce Development

1 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies,
2 or employees for violation of the Labor Code may, as an alternative, be recovered through
3 a civil action brought by an aggrieved employee on behalf of himself or herself and other
4 current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

5 133. For all provisions of the Labor Code except those for which a civil penalty is
6 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one
7 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial
8 violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
9 for each subsequent pay period in which Defendants violated these provisions of the
10 Labor Code.

11 134. Defendants' conduct violates numerous Wage Order and Labor Code sections,
12 including, but not limited to, the following:

- 13 (a) failure to provide business expense reimbursements (Labor Code section
14 2802);
 - 15 (b) failure to maintain accurate time and pay records (Labor Code sections
16 1174, 1174.5, 1198-99 and the applicable Wage Order);
 - 17 (c) failure to timely pay all wages during employment (Labor Code section
18 204);
 - 19 (d) failure to pay wages upon separation of employment pursuant (Labor
20 Code sections 201, 202, 203, 210 and 256, and the applicable Wage
21 Order);
 - 22 (e) failure to provide one day's rest in seven (Labor Code sections 551-552);
 - 23 (f) failure to pay for the cost of physical examinations and drug testing (Labor
24 Code section 222.5);
 - 25 (g) denial or withholding of wages due (Labor Code section 216, 222);
 - 26 (h) payment of wages lower than required by statute (Labor Code section
27 223);
- 28

- (i) unlawful non-solicitation agreements (Labor Code section 432.5 and Business and Professions Code section 16600);
- (j) failure to pay overtime (Labor Code sections 218.5, 510, 511, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198-1199 and the applicable Wage Order);
- (k) failure to pay minimum wages (Labor Code Sections 218.5, 1182.12, and 1194-1199 and the applicable Wage Order);
- (l) failure to provide and record meal periods (Labor Code sections 226.7, 512, and 1198 and the applicable Wage Order);
- (m) failure to authorize and permit rest periods (Labor Code sections 226.7 and 1198 and the applicable Wage Order);
- (n) failure to provide and maintain accurate wage statements (Labor Code section 226(a), 226.3, 1174, 1174.5 and 1198 and the applicable Wage Order);
- (o) failure to provide notice of paid sick leave rights (Labor Code Section 233, 234, 245-248.5, 2810.5; and
- (p) unlawful deductions from wages (Labor Code section 221).

135. Plaintiffs are “aggrieved employees” because they were employed by the alleged violator and had one or more of the violations committed against them, and therefore are properly suited to represent the interests of all other aggrieved employees.

136. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on behalf of themselves and all other aggrieved employees under PAGA. *See* Plaintiffs’ LWDA letters attached hereto as Exhibit 1.

137. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

138. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiffs, on their own behalf and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class, Waiting Time Subclass, and any other appropriate subclasses;
2. For appointment of Samuel Abrego as the Class Representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;
13. For civil penalties;
14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5, Labor Code §§ 226(e), 1194, and 2698 *et seq.*; and
15. For such other relief as the Court deems just and proper.

1 Dated: May 7, 2021

AEGIS LAW FIRM, PC

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3 By: /s/ Carolyn M. Bell
4 Carolyn M. Bell
5 Attorneys for Plaintiff Samuel Abrego
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CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On May 10, 2021, I served the foregoing document entitled:

• SECOND AMENDED CLASS ACTION COMPLAINT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Sophia Behnia Richard H. Rahm Colin Larson LITTLER MENDELSON, P.C. 333 Bush Street, 34th Floor San Francisco, CA 94104 Telephone: 415.433.1940 Fax No.: 415.399.8490 sbehnia@littler.com clarson@littler.com rrahm@littler.com <i>Attorneys for Defendants:</i> STERICYCLE, INC., STERICYCLE ENVIRONMENTAL SOLUTIONS, INC., STERICYCLE SPECIALTY WASTE SOLUTIONS, INC., AND SHRED-IT USA LLC	Mark A. Ozzello Brandon K. Brouillette Joseph Hakakian CAPSTONE LAW APC 1875 Century Park East, Suite 1000 Los Angeles, California 90067 Telephone: (310) 556-4811 Facsimile: (310) 943-0396 Mark.Ozzello@capstonelawyers.com Brandon.Brouillette@capstonelawyers.com Joseph.Hakakian@capstonelawyers.com <i>Attorneys for Proposed Intervenors</i> JOHNNY WHITE AND RAUL PICHARDO
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☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)

1 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
2 the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.*
3 *5(b)(2)(A).*)

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on May 10, 2021, at Irvine, California.

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Andrea Drocco