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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

JASON ADAMS, RAUL ALVARADO,
EMMA SARWAR, SERGIO
RODRIGUEZ, and SHENITA TATUM, as
private attorneys general and as an
individual and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SCHOLLE IPN PACKAGING, INC., a
Nevada corporation; SCHOLLE
PACKAGING, INC., a Nevada corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV-02350

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) VIOLATION OF LAB. CODE §§ 1194,
1197. 1197.1 ;
- (2) VIOLATION OF LAB. CODE §§ 510,
1198;
- (3) VIOLATION OF LAB. CODE §§ 226.7,
512;
- (4) VIOLATION OF LAB. CODE § 226.7;
- (5) VIOLATION OF LAB. CODE §§ 233, 246
- (6) VIOLATION OF LAB. CODE §§ 201, 202
- (7) VIOLATION OF LAB. CODE § 226(a);
- (8) VIOLATION OF LAB. CODE §§ 2800,
2802
- (9) VIOLATION OF BUS. & PROF. CODE
§§ 17200 *ET SEQ.*; AND
- (10) VIOLATION OF LAB. CODE §§ 2698
ET SEQ.

DEMAND OVER \$25,000.00

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1 On behalf of himself and other similarly situated current and former employees of
2 Defendants, and as a proxy for the State of California, Plaintiffs Jason Adams, Raul Alvarado,
3 Emma Sarwar, Sergio Rodriguez, and Shenita Tatum (“Plaintiffs”) submit this First Amended
4 Class and Representative Action Complaint against Defendants Scholle IPN Packaging, Inc.,
5 Scholle Packaging, Inc. and Does 1 through 50 (collectively, “Defendants”).

6 INTRODUCTION

7 1. This class and representative action challenges systemic illegal employment
8 practices resulting in violations of the California Labor Code against individuals who worked for
9 Defendants. The Complaint seeks penalties, damages, and other relief for Defendants’ violations
10 of Labor Code sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 11971
11 1197.1, 1198, 2800, and 2802.¹

12 2. Plaintiffs are informed and believe that Defendants have jointly and severally
13 acted intentionally and with deliberate indifference and conscious disregard to the rights of
14 employees by failing to pay all wages due, failing to pay all overtime due, failing to provide
15 meal periods, failing to provide rest periods, failing to timely pay all wages due during
16 employment or upon the separation of employment, failing to provide accurate itemized wage
17 statements, and failing to reimburse business expenses.

18 3. Plaintiffs are informed and believe that Defendants have engaged in, among other
19 things, a system of willful violations of the Labor Code by creating and maintaining policies,
20 practices, and customs that knowingly deny its employees the above stated rights and benefits.

21 4. The policies, practices, and customs of Defendants resulted in unjust enrichment
22 of Defendants and an unfair business advantage over businesses that routinely adhere to the
23 strictures of the Labor Code.

24 JURISDICTION AND VENUE

25 5. The Complaint seeks relief in excess of \$25,000.00. The Court has jurisdiction of
26 Defendants’ violations of Sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558,

27
28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 1194, 11971 1197.1, 1198, 2800, and 2802, and of the Unfair Competition Law, codified at
2 Business and Professions Code sections 17200 *et seq.* (the “UCL”).

3 6. Venue is proper. Defendants are located in Merced County. Plaintiffs worked for
4 Defendants in Merced, California.

5 **PARTIES**

6 7. Plaintiff Adams worked for Defendants for about five years as a forklift driver
7 until his employment was terminated in or about April of 2020. Plaintiff Alvarado worked for
8 Defendants from approximately June 2020 to April 2018 as an Equipment Maintenance
9 Assistant, Extrusion Technician, Films Maintenance, Interim Lead, Junior Maintenance,
10 Lamination/Slitting Maintenance Technician, Maintenance, Maintenance Junior Technician,
11 Maintenance Technician, and Senior Maintenance Technician. Plaintiff Sarwar worked for
12 Defendants from approximately March 2017 to January 2018 as an ABM Level I. Plaintiff
13 Rodriguez worked for Defendants from approximately March 2008 to September 2017 as an
14 Extrusion Technician, Films Level 1, Films Level 2 – Senior Technician, and Senior Technician
15 Extrusion. Plaintiff Tatum worked for Defendants from approximately April 2022 to June 2023
16 as a machine operator.

17 8. Defendants hired Plaintiffs and the other class members, classified them as
18 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
19 missed meal periods and/or rest breaks.

20 9. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
22 employees within the State of California. This pattern and practice involved, *inter alia*, failing to
23 pay them for all regular and/or overtime wages earned and for missed, shortened, late, and/or
24 interrupted meal periods and rest breaks in violation of California law.

25 10. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 certain wages for overtime compensation and that they were not receiving accurate overtime
28 compensation for all overtime hours worked. Defendant failed to, *inter alia*, compensate

1 Plaintiffs and the other class members for job duties performed before and/or after their
2 scheduled shifts such as responding to business related inquiries, donning and doffing personal
3 protective equipment, waiting in line to clock-in at the start of their scheduled shift, completing
4 reports, and engaging in pass-downs between shifts.

5 11. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 failed to provide Plaintiffs and the other class members all required rest and meal periods during
7 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
8 thus they are entitled to any and all applicable penalties.

9 12. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 failed to relieve Plaintiffs and the other class members of all duties, failed to relinquish control
11 over Plaintiffs and the other class members' activities, failed to permit Plaintiffs and the other
12 class members a reasonable opportunity to take, and impeded or discouraged them from taking,
13 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for
14 shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal
15 breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

16 13. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to receive
18 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
19 member's regular rate of pay when a meal period was missed, shortened, late, and/or interrupted
20 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs'
21 and the other class member's regular rate of pay when a meal period was missed, shortened, late,
22 and/or interrupted.

23 14. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 failed to provide, authorize, and permit Plaintiffs and other class members to take full,
25 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours
26 and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10)
27 hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in
28 the middle of each work period.

1 15. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
4 member's regular rate of pay when a rest period was missed, shortened, late, and/or interrupted
5 and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs'
6 and the other class members' regular rate of pay when a rest period was missed, shortened, late,
7 and/or interrupted.

8 16. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 at least minimum wages for compensation and that they were not receiving at least minimum
11 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
12 Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class
13 members worked off the clock performing work duties and failing to pay Plaintiffs and the other
14 class members for all hours worked due to Defendants' rounding policy.

15 17. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 all wages owed to them upon discharge or resignation, including overtime and minimum wages
18 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
19 them at the time of their discharge or resignation.

20 18. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to receive
22 all wages owed to them during their employment. Plaintiffs and the other class members did not
23 receive payment of all wages, including overtime and minimum wages and meal and rest period
24 premiums, within any time permissible under California Labor Code section 204.

25 19. Plaintiffs are informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 complete and accurate wage statements in accordance with California law, but, in fact, they did
28 not receive complete and accurate wage statements from Defendants. The deficiencies included,

1 *inter alia*, the failure to include the accurate total number of hours worked by Plaintiffs and the
2 other class members and the accurate total amount of wages earned by Plaintiffs and the other
3 class members.

4 20. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Defendants had to keep complete and accurate payroll records
6 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
7 keep complete and accurate payroll records. Defendants' failure included, *inter alia*, the failure
8 to keep accurate records of the hours worked by Plaintiffs and the other class members.

9 21. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs and the other class members were entitled to
11 reimbursement for necessary business-related expenses.

12 22. Defendants fail to pay sick pay wages at the regular rate of pay. Plaintiffs and
13 other class members earn non-base hourly wages or other non-hourly, non-discretionary
14 remuneration, including for example shift premiums. Defendants fail to consider such wages
15 when paying sick pay wages. Rather than pay sick pay wages at the regular rate of pay,
16 Defendants underpay sick pay wages to Plaintiffs and other class members at their base rates of
17 pay.

18 23. Throughout their employments, Plaintiffs were paid on an hourly basis as non-
19 exempt employees. During Plaintiffs' employments, Defendants failed to correctly calculate
20 Plaintiffs' regular rates of pay for purposes of paying overtime when Plaintiffs earned overtime
21 and non-discretionary compensation in the same workweek. Specifically, Defendants failed to
22 include all non-discretionary compensation, including without limitation, "Incentive" wages,
23 when calculating the regular rate of pay for overtime purposes. As a result, Defendants failed to
24 timely pay Plaintiffs all due wages or to timely pay all due wages upon separation of
25 employment. As an additional result, Defendants failed to provide accurate, itemized wage
26 statements to Plaintiffs with respect to overtime wage rates, gross wages earned, or net wages
27 earned. Defendants independently failed to provide accurate, itemized wage statements to
28 Plaintiffs when they were paid either overtime or shift premium wages by providing Plaintiffs

1 with wage statements that did not identify the overtime rate as 1.5 times the regular rate of pay,
2 the total hours worked, or the applicable rate of pay and applicable hours worked used to
3 calculate shift premiums (such as Shift Premium and Shift Prem OT wages). Defendants also
4 consistently failed to provide accurate, itemized wage statements identifying the name of his
5 employer, as Plaintiffs' wage statements name "Scholle Packaging, Inc.," even though no such
6 entity exists on the California Secretary of State's website. Plaintiffs are victims of the policies,
7 practices, and customs of Defendants complained of in this action in ways that have deprived
8 them of the rights guaranteed by the Labor Code and the UCL.

9 24. Plaintiffs are informed and believe that Defendant Scholle IPN Packaging, Inc.
10 was and is a Nevada corporation. Plaintiffs are informed and believe that at all times herein
11 mentioned that Defendants and Does 1 through 50, are and were corporations, business entities,
12 individuals, or partnerships that are and were licensed to do business and actually doing business
13 in the State of California. Based upon all the facts and circumstances incident to Defendants'
14 business, Defendants are subject to Sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510,
15 512, 558, 1194, 11971 1197.1, 1198, 2800, and 2802, and the UCL.

16 25. Plaintiffs do not know the true names or capacities of the defendants sued herein
17 as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said
18 defendants are sued under such fictitious names. Plaintiffs pray for leave to amend this
19 Complaint when the true names and capacities are known. Plaintiffs are informed and believe
20 that each of said fictitious defendants was responsible in some way for the matters alleged herein
21 and proximately caused the illegal employment practices, wrongs, and injuries complained of
22 herein.

23 26. At all times herein mentioned, each of said Defendants participated in the doing
24 of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees
25 of each of the other Defendants, as well as the agents of all Defendants, and were acting within
26 the course and scope of said agency and employment.

27 27. Plaintiffs are informed and believe that at all times material hereto, each of said
28 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert

1 with, each of the other Defendants and was acting within the course and scope of such agency,
2 employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions
3 were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified
4 said acts, conduct, or omissions of the acting Defendants.

5 28. Plaintiffs are informed and believe that at all times material hereto each of the
6 Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in
7 proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within
8 the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

9 CLASS ACTION ALLEGATIONS

10 29. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiffs seek class
11 certification of the following class of all current and former non-exempt employees of
12 Defendants in the State of California since October 24, 2015 (the “Class”).

13 30. **Numerosity and Ascertainability:** The members of the Class are so numerous
14 that joinder of all members would be impractical, if not impossible. The identities of the
15 members of the Class are readily ascertainable by review of Defendants’ records, including
16 payroll records.

17 31. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
18 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s
19 attorneys are ready, willing, and able to fully and adequately represent Plaintiffs and the Class.
20 Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and
21 continue to litigate numerous wage-and-hour class actions currently pending in California state
22 and federal courts.

23 32. **Common Question of Law and Fact:** There are predominant common questions
24 of law and fact and a community of interest amongst the claims of Plaintiffs and of the Class.
25 Plaintiffs are informed and believe that Defendants uniformly administer a corporate policy and
26 practice of (i) routinely failing to correctly calculate the regular rate of pay for purposes of
27 paying overtime to Plaintiffs and other non-exempt employees who earn overtime and other non-
28 discretionary compensation in the same workweek, (ii) routinely failing to provide accurate,

1 itemized wage statements to Plaintiffs and other non-exempt employees who were paid either
2 overtime or shift premium wages, (iii) routinely failing to provide meal and rest periods, and (iv)
3 routinely failing to reimburse business expenses, among other things.

4 33. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the
5 Class in that Plaintiffs suffered the alleged harms in a similar and typical manner as other
6 members of the Class suffered. Plaintiffs were paid on an hourly basis. Defendants failed to
7 correctly calculate Plaintiff's regular rate of pay for purposes of paying overtime when Plaintiffs
8 earned overtime and non-discretionary compensation in the same workweek. Specifically,
9 Defendants failed to include all non-discretionary compensation, including without limitation,
10 "Incentive" wages, when calculating the regular rate of pay for overtime purposes. As a result,
11 Defendants failed to timely pay Plaintiffs all due wages or to timely pay all due wages upon
12 separation of employment. As an additional result, Defendants failed to provide accurate,
13 itemized wage statements to Plaintiffs with respect to overtime wage rates, gross wages earned,
14 or net wages earned. Defendants independently failed to provide accurate, itemized wage
15 statements to Plaintiffs by naming "Scholle Packaging, Inc." as the employer, even though no
16 such entity exists on the California Secretary of State's website. Defendants also failed to
17 provide accurate, itemized wage statements to Plaintiffs when they were paid either overtime or
18 shift premium wages by providing Plaintiffs with wage statements that did not identify the
19 overtime rate as 1.5 times the regular rate of pay, the total hours worked, or the applicable rate of
20 pay and applicable hours worked used to calculate shift premiums (such as Shift Premium and
21 Shift Prem OT wages). Plaintiffs thus are members of the Class and have suffered the alleged
22 violations of the Labor Code.

23 34. The Labor Code is broadly remedial in nature. Its laws serve an important public
24 interest in establishing minimum working conditions and requirements in California. These labor
25 standards protect employees from onerous terms and conditions of employment or exploitation
26 by employers who have superior economic and bargaining power.

27 35. The nature of this action and the format of laws available to Plaintiffs and
28 members of the Class make the class action format a particularly efficient and appropriate

1 procedure to redress the wrongs alleged herein. If each employee were required to file an
2 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
3 advantage since they would be able to exploit and overwhelm the limited resources of each
4 individual plaintiff with their vastly superior financial and legal resources. Requiring each
5 member of the Class to pursue an individual remedy would also discourage the assertion of
6 lawful claims by employees who would be disinclined to file an action against their former or
7 current employer for real and justifiable fear of retaliation and permanent damage to their careers
8 at their current or subsequent employment.

9 36. The prosecution of separate actions by individual members of the Class, even if
10 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
11 to individual members of the Class that would establish potentially incompatible standards of
12 conduct for Defendants, or (b) adjudications with respect to individual members of the Class that
13 would, as a practical matter, be dispositive of, or substantially impair or impede the ability to
14 protect, the interests of other members of the Class not parties to the adjudications. Further, the
15 claims of the individual members of the Class are not sufficiently large to warrant vigorous
16 individual prosecution considering the concomitant costs and expenses.

17 37. Defendants' pattern, practice, and uniform administration of corporate policy in
18 violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern
19 will establish the rights of Plaintiffs and the Class under Sections 201-204, 210, 226(a), 226.3,
20 226.7, 233, 246, 510, 512, 558, 1194, 11971 1197.1, 1198, 2800, and 2802, and applicable IWC
21 Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover unpaid overtime,
22 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

23 38. This action is brought for the benefit of the Class, which is commonly entitled to a
24 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The
25 Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.
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1 **FIRST CAUSE OF ACTION**

2 **Violation of Labor Code §§ 1194, 1197, 1197.1**

3 **(By Plaintiffs and the Class Against All Defendants)**

4 39. The preceding paragraphs are re-alleged and incorporated by this reference.

5 40. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
6 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
7 the minimum so fixed is unlawful.

8 41. During the relevant time period, Defendants willfully failed to pay minimum
9 wage to Plaintiffs and the other class members as required, pursuant to California Labor Code
10 sections 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter*
11 *alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other
12 class members worked off the clock performing work duties, including but not limited to
13 responding to business related inquiries, donning and doffing personal protective equipment,
14 waiting in long lines to clock-in at the start of their scheduled shift, attending to and servicing
15 machines, completing reports, and engaging in pass-downs between shifts.

16 42. During the relevant time period, Defendants willfully failed to pay minimum
17 wage to Plaintiffs and the other class members as a result of Defendants' rounding policy.
18 Defendants' rounding policy disproportionately favored Defendants at the expense of Plaintiffs
19 and the other class members, and resulted in a failure to compensate Plaintiffs and the other
20 Class members properly for all time actually worked. For example, Plaintiff ALVARADO was
21 not paid for all time he recorded on February 10, 2017; Plaintiff SARWAR was not paid for all
22 time she recorded on August 9, 2017; and Plaintiff RODRIGUEZ was not paid for all time she
23 recorded on July 6, 2016.

24 43. Defendants' failure to pay Plaintiffs and the other class members the minimum
25 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
26 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of
27 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
28 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

44. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

45. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

Violation of Labor Code §§ 510, 1198

(By Plaintiffs and the Class Against All Defendants)

46. The preceding paragraphs are re-alleged and incorporated by this reference.

47. This cause of action is brought pursuant to Section 510, 558, and 1194 which requires an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or forty hours in a workweek, and Section 1197, which requires an employer to pay wages for all hours worked.

48. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week performing work duties off-the-clock such as responding to business related inquiries, donning and doffing personal protective equipment, waiting in line to clock-in at the start of their scheduled shift, attending to and servicing machines, completing reports, and engaging in pass-downs between shifts.

49. During the relevant time period, Defendants willfully failed to pay overtime wages to Plaintiffs and the other Class members as a result of Defendants' rounding policy. Defendants' rounding policy disproportionately favored Defendants at the expense of Plaintiffs and the other Class members, and resulted in a failure to compensate Plaintiffs and the other Class members properly for all overtime actually worked.

50. As a matter of policy and practice, Defendants suffered and permitted Plaintiffs and the Class to work in excess of 8 hours in a workday or over 40 hours in a workweek without

proper overtime pay. Defendants routinely failed to correctly calculate the regular rate of pay for purposes of paying overtime to Plaintiffs and the Class. Specifically, Defendants fail to include all non-discretionary compensation, including without limitation, “Incentive” wages, when calculating the regular rate of pay for overtime purposes. Defendants thus violate Section 510 and owe additional overtime based on the correct regular rate of pay to Plaintiffs and the Class.

51. Such a pattern, practice, and uniform administration of corporate policy is unlawful under Section 510 and the applicable IWC Wage Order, and entitles Plaintiffs and the Class to recover the unpaid overtime, including interest thereon, liquidated damages or penalties, attorneys’ fees, and costs of suit.

52. Section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous 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. Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days. Section 204 generally provides that wages are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.

53. As alleged herein and as a matter of policy and practice, Defendants routinely underpaid overtime to Plaintiffs and the Class. Based on Defendants’ failure to correctly calculate overtime, Defendants routinely failed to timely pay Plaintiffs and the Class all due wages or timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff’s allegations. Defendants thus violated Sections 201-204 by not timely paying Plaintiffs and the Class all due wages and not timely paying employees all

1 due wages upon the separation of employment and owe applicable penalties, including waiting
2 time penalties, to Plaintiffs and other employees.

3 54. Such a pattern, practice, and uniform administration of corporate policy is
4 unlawful under Sections 201-204 and the applicable IWC Wage Order, and entitles Plaintiffs and
5 the Class to recover applicable penalties, including waiting time penalties, attorneys' fees, and
6 costs of suit.

7 **THIRD CAUSE OF ACTION**

8 **Violation of Labor Code §§ 226.7, 512**

9 **(By Plaintiffs and the Class Against All Defendants)**

10 55. The preceding paragraphs are re-alleged and incorporated by this reference.

11 56. At all relevant times, the IWC Order and California Labor Code sections 226.7
12 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
13 Defendants.

14 57. At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any meal or rest period mandated by an
16 applicable order of the California IWC.

17 58. At all relevant times, the applicable IWC Wage Order and California Labor
18 Code section 512(a) provide that an employer may not require, cause or permit an employee to
19 work for a work period of more than five (5) hours per day without providing the employee
20 with a meal period of not less than thirty (30) minutes, except that if the total work
21 period per day of the employee is no more than six (6) hours, the meal period may be waived
22 by mutual consent of both the employer and employee.

23 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
24 section 512(a) further provide that an employer may not require, cause or permit an employee to
25 work for a work period of more than ten (10) hours per day without providing the employee with
26 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by
28 mutual consent of the employer and the employee only if the first meal period was not waived.

1 60. During the relevant time period, Plaintiffs and the other class members who were
2 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
3 legally-mandated meal periods by mutual consent, were required to work for periods longer than
4 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
5 rest period.

6 61. During the relevant time period, Plaintiffs and the other class members who were
7 scheduled to work for a period of time in excess of six (6) hours were required to work for
8 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
9 (30) minutes and/or rest period.

10 62. During the relevant time period Plaintiffs and the other class members' meal
11 periods were missed, shortened, taken late, and/or were interrupted because Defendant required
12 them to perform work duties including but not limited to responding to business related inquiries,
13 attending to and servicing machines, waiting to be relieved, and donning and doffing.

14 63. As a result, Defendants failed to relieve Plaintiffs and the other class members of
15 all duties, failed to relinquish control over Plaintiffs and the other class members' activities,
16 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
17 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later
18 than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take
19 second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for
20 shifts lasting more than ten (10) hours.

21 64. During the relevant time period, Defendants intentionally and willfully required
22 Plaintiffs and the other class members to work during meal periods and failed to compensate
23 Plaintiffs and the other class members the full meal period premium for all work performed
24 during meal periods.

25 65. During the relevant time period, Defendants intentionally and willfully required
26 Plaintiffs and the other class members to work during meal periods and failed to compensate
27 Plaintiffs and the other class members the full meal period premium for work performed during
28 meal periods.

1 66. During the relevant time period, Defendants failed to pay Plaintiffs and the other
2 class members the full meal period premium due pursuant to California Labor Code section
3 226.7.

4 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
5 Code sections 226.7 and 512(a).

6 68. Pursuant to applicable IWC Wage Order and California Labor Code section
7 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
8 additional hour of pay at the employee's regular rate of compensation for each work day that the
9 meal or rest period is not provided.

10 **FOURTH CAUSE OF ACTION**

11 **Violation of Labor Code § 226.7**

12 **(By Plaintiffs and the Class Against All Defendants)**

13 69. The preceding paragraphs are re-alleged and incorporated by this reference.

14 70. At all times herein set forth, the applicable IWC Wage Order and California
15 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
16 employment by Defendants.

17 71. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any rest period mandated by an applicable
19 order of the California IWC.

20 72. At all relevant times, the applicable IWC Wage Order provides that "[e]very
21 employer shall authorize and permit all employees to take rest periods, which insofar as
22 practicable shall be in the middle of each work period" and that the "rest period time shall be
23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
24 hours or major fraction thereof" unless the total daily work time is less than three and one-half (3
25 ½) hours.

26 73. During the relevant time period, Defendants required Plaintiffs and other class
27 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
28 period per each four (4) hour period worked. During the relevant time period, Plaintiffs and the

1 other class members' rest periods were missed, shortened, late, and/or interrupted because
2 Defendants required them to perform work duties including but not limited to responding to
3 business related inquiries, attending to and servicing machines, waiting to be relieved, and
4 donning and doffing.

5 74. During the relevant time period, Defendants willfully required Plaintiffs and the
6 other class members to work during rest periods and failed to pay Plaintiffs and the other class
7 members the full rest period premium for work performed during rest periods.

8 75. As a result, Defendants failed to provide, authorize, and/or permit Plaintiffs and
9 other class members to take full, uninterrupted, off-duty rest periods for every shift lasting three
10 and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every
11 shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for
12 every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to
13 authorize, permit, and provide such rest breaks in the middle of each work period.

14 76. During the relevant time period, Defendants willfully required Plaintiffs and the
15 other class members to work during rest periods and failed to pay Plaintiffs and the other class
16 members the full rest period premium for work performed during rest periods.

17 77. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members the full rest period premium due pursuant to California Labor Code section 226.7.

19 78. Defendants' conduct violates applicable IWC Wage Orders and California Labor
20 Code section 226.7.

21 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees' regular hourly rate of compensation for each work day
24 that the rest period was not provided.

25 **FIFTH CAUSE OF ACTION**

26 **Violation of Labor Code §§ 233, 246**

27 **(By Plaintiffs and the Class Against All Defendants)**

28 80. The preceding paragraphs are re-alleged and incorporated by this reference.

1 81. Section 233 provides that an employer must permit an employee to use accrued
2 sick leave in accordance with Section 246.5 at the employee's then current rate of entitlement.
3 Section 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave
4 pursuant to Section 246.5. Specifically, once accrued sick leave is used as paid sick time, an
5 employee has a vested right to sick pay wages, which an employer must calculate and
6 compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall
7 be calculated in the same manner as the regular rate of pay for the workweek in which the
8 employee uses paid sick time, whether or not the employee actually works overtime in that
9 workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the
10 employee's total wages, not including overtime premium pay, by the employee's total hours
11 worked in the full pay periods of the prior 90 days of employment." Under Sections 204, 218,
12 and 233, employees may sue to recover underpaid sick pay wages as damages.

13 82. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiffs
14 and the Class at the incorrect rate of pay. Plaintiffs and the Class regularly use accrued sick leave
15 in workweeks in which they also earn non-base hourly wages or other non-hourly, non-
16 discretionary remuneration, including for example shift premiums. As a matter of policy and
17 practice, Defendants pay sick pay wages to Plaintiffs and the Class at the base hourly rate of pay,
18 as opposed to the regular rate of pay, which would consider all non-base hourly wages or other
19 non-hourly, non-discretionary remuneration in addition to base hourly wages, or the rate
20 resulting from dividing the employee's total wages, not including overtime premium pay, by the
21 employee's total hours worked in the full pay periods of the prior 90 days of employment. As a
22 result, Defendants underpay sick pay wages to Plaintiffs and the Class.

23 83. Such a pattern, practice, and uniform administration of corporate policy is
24 unlawful and entitles Plaintiffs and the Class to recover underpaid sick pay wages, including
25 interest thereon, applicable penalties, attorneys' fees, and costs of suit.
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27
28

1 **SIXTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 201, 202**

3 **(By Plaintiffs and the Class Against All Defendants)**

4 84. The preceding paragraphs are re-alleged and incorporated by this reference.

5 85. At all relevant times herein set forth, California Labor Code sections 201 and 202
6 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
7 discharge are due and payable immediately, and if an employee quits his or her employment, his
8 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
9 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
10 which case the employee is entitled to his or her wages at the time of quitting.

11 86. During the relevant time period, Defendants intentionally and willfully failed to
12 pay Plaintiffs and the other class members who are no longer employed by Defendants their
13 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

14 87. Plaintiff ALVARADO was issued final pay on or about April 19, 2018 in the
15 amount of \$845.22. Plaintiff SARWAR was issued final pay on or about December 13, 2018 in
16 the amount of \$146.16. Plaintiff RODRIGUEZ was issued final pay on or about September 14,
17 2017 in the amount of \$751.84. Plaintiffs were not paid at the time of their discharge wages
18 earned and unpaid throughout their employment, including but not limited to, minimum wages
19 and overtime wages. Defendants willfully failed to pay minimum and overtime wages to
20 Plaintiffs and the other class members as a result of, *inter alia*, Defendants' rounding policy.

21 88. Defendants' failure to pay Plaintiffs and the other class members who are no
22 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
23 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
24 202.

25 89. California Labor Code section 203 provides that if an employer willfully fails to
26 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
27 continue as a penalty from the due date thereof at the same rate until paid or until an action is
28 commenced; but the wages shall not continue for more than thirty (30) days.

1 90. Plaintiffs and the other class members are entitled to recover from Defendants the
2 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
3 pursuant to California Labor Code section 203.

4 **SEVENTH CAUSE OF ACTION**

5 **Violation of Labor Code § 226(a)**

6 **(By Plaintiffs and the Class Against All Defendants)**

7 91. The preceding paragraphs are re-alleged and incorporated by this reference.

8 92. Section 226(a) requires employers to provide itemized wage statements to its
9 employees that show accurate information, including without limitation, the total hours worked,
10 gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay
11 period and the corresponding number of hours worked at each hourly rate. Defendants fail to
12 provide accurate itemized wage statements to Plaintiffs and the Class in violation of Section
13 226(a).

14 93. As a matter of policy and practice, Defendants failed to provide accurate, itemized
15 wage statements to Plaintiffs and the Class. The wage statements issued to Plaintiffs and the
16 Class failed to identify the legal name of the employer. Instead, they name “Scholle Packaging,
17 Inc.” as the employer, even though no such entity exists on the California Secretary of State’s
18 website.

19 94. Moreover, as a matter of policy and practice, Plaintiffs and other non-exempt
20 employees who were paid either overtime or shift premium wages were provided wage
21 statements that failed to accurately provide other required information. First, whenever overtime
22 was paid, Plaintiffs and the Class were not provided with wage statements identifying the
23 overtime rate as 1.5 times the regular rate of pay. Rather, the overtime rates appeared as one-half
24 of the hourly rate of pay. Second, whenever overtime was paid, Plaintiffs and the Class were not
25 provided with wage statements identifying the total hours worked. When the hours shown on the
26 wage statements are summed, they do not add up to the actual total hours worked. Third,
27 whenever shift premiums (such as Shift Premium and Shift Prem OT wages) were paid,
28 Plaintiffs and the Class were not provided with wage statements identifying the applicable rate of

1 pay and applicable hours worked used to calculate such wages. Instead, the wage statements
2 simply listed the total amount of such wages, without any breakdown as to how the pay was
3 calculated. Fourth, as a result of underpaid overtime from Defendants' failure to correctly
4 calculate overtime, Plaintiffs and the Class were not provided with wage statements listing
5 accurate overtime wage rates, gross wages earned, or net wages earned. Defendants thus violated
6 Section 226(a) by failing to provide complete itemized wage statements and owe applicable
7 penalties to Plaintiffs and other members of the Class.

8 95. Defendants have intentionally and willfully failed to provide Plaintiffs and the
9 other class members with complete and accurate wage statements. The deficiencies include, but
10 are not limited to: Defendants' knowing and intentional failure to include the accurate total
11 number of hours worked by Plaintiffs and the other class members and all applicable hourly rates
12 in effect during the pay period and the corresponding number of hours worked. By way of
13 example, Defendant issued a wage statement to Plaintiff ALVARADO dated April 5, 2018
14 which did not state the rates of pay or hours worked for shift premiums; issued a wage statement
15 to Plaintiff SARWAR dated December 29, 2017 which did not state the rates of pay or hours
16 worked for shift premiums; and issued a wage statement to Plaintiff RODRIGUEZ dated
17 September 14, 2017 which did not state the rates of pay or hours worked for shift premiums.

18 96. As a result of Defendants' violation of California Labor Code section 226(a),
19 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
20 protected rights. Because Plaintiffs and the putative class members' wage statements did not
21 reflect the accurate total number of hours worked and did not state all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked, Plaintiffs and the
23 putative class members were unable to determine the total amount of hours they worked, were
24 unable to determine the total amount of compensation they were owed, and were unable to verify
25 they were paid the proper amount. In order to determine how much Plaintiffs and the putative
26 class members should have been paid, Plaintiffs and the putative class members would have had
27 to engage in discovery and mathematical computations in order to reconstruct the missing
28 information.

1 97. More specifically, Plaintiffs and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 98. California Labor Code section 226(e) provides that an employee suffering injury
6 as a result of a knowing and intentional failure by an employer to comply with California Labor
7 Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50)
8 for the initial pay period in which a violation occurs and one hundred dollars (\$100) per
9 employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of
10 four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

11 99. California Code of Civil Procedure section 338(a) provides a three year statute of
12 limitations for an action upon a liability created by statute. Therefore, pursuant to California
13 Labor Code section 226(e) Plaintiffs are entitled to seek their actual damages caused by
14 Defendants' failure to comply with California Labor Code section 226(a). Plaintiffs' claim for
15 damages is timely because it is brought within the three year statute of limitations.

16 100. The other class members who were employed by Defendants during the
17 applicable statute of limitations period for Labor Code section 226(e) penalties are entitled to
18 recover from Defendants the greater of their actual damages caused by Defendants' failure to
19 comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four
20 thousand dollars per employee.

21 101. Such a pattern, practice, and uniform administration of corporate policy is
22 unlawful under Section 226 and entitles Plaintiffs and the Class to recover applicable penalties,
23 attorneys' fees, and costs of suit.

24 **EIGHTH CAUSE OF ACTION**

25 **Violation of Labor Code §§ 2800, 2802**

26 **(By Plaintiffs and the Class Against All Defendants)**

27 102. The preceding paragraphs are re-alleged and incorporated by this reference.
28

1 103. Pursuant to California Labor Code sections 2800 and 2802, an employer must
2 reimburse its employee for all necessary expenditures incurred by the employee in direct
3 consequence of the discharge of his or her job duties or in direct consequence of his or her
4 obedience to the directions of the employer.

5 104. Plaintiffs and the other class members incurred necessary business-related
6 expenses and costs that were not fully reimbursed by Defendants, including but not limited to the
7 use of personal phones for business-related purposes, safety shoes, and tools. Defendants did not
8 reimburse Plaintiffs in any amount for the use of their personal phones for business-related
9 purposes. Defendants only partially reimbursed Plaintiffs for safety shoes that they purchased,
10 and limited their partial reimbursement to once per year. Defendants did not reimburse Plaintiffs
11 in any amount for tools. Defendants knew that Plaintiffs and the other class members incurred
12 these necessary business-related expenses but failed to fully reimburse Plaintiffs and the other
13 class members.

14 105. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
15 other class members for all necessary business-related expenses and costs.

16 106. Plaintiffs and the other class members are entitled to recover from Defendants
17 their business-related expenses and costs incurred during the course and scope of their
18 employment, plus interest accrued from the date on which the employee incurred the necessary
19 expenditures at the same rate as judgments in civil actions in the State of California.

20 **NINTH CAUSE OF ACTION**

21 **Violation of Business and Professions Code §§ 17200 *Et Seq.***

22 **(By Plaintiffs and the Class Against All Defendants)**

23 107. The preceding paragraphs are re-alleged and incorporated by this reference.

24 108. Plaintiffs are informed and believe that at Defendants have engaged and continue
25 to engage in unfair and unlawful business practices in California by utilizing the employment
26 policies and practices alleged herein in violation of the above referenced Labor Code sections.

27 109. As alleged herein, Defendants uniformly administer a corporate policy and
28 practice of routinely failing to correctly calculate the regular rate of pay for purposes of paying

overtime to Plaintiffs and the Class. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiffs and the Class the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

110. Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

111. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class to full restitution of all monies withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

TENTH CAUSE OF ACTION

Violation of Labor Code §§ 2698 *Et Seq.*

(By Plaintiffs and Aggrieved Employees Against All Defendants)

112. The preceding paragraphs are re-alleged and incorporated by this reference.

113. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* ("PAGA"), Plaintiffs bring this cause of action as a proxy for the State of California. In this capacity, Plaintiffs seek penalties for Defendants' violations of Sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1197.1, 1198, 2800, and

2802 committed since April 6, 2019, against all aggrieved employees. Under Section 2699(c), Plaintiffs are “aggrieved employees,” as one or more of the alleged violations was committed against Plaintiffs as an employee of Defendants.

114. As stated herein, Defendants violate Sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1197.1, 1198, 2800, and 2802 by (i) routinely failing to correctly calculate the regular rate of pay for purposes of paying overtime to Plaintiffs and other non-exempt employees who earn overtime and other non-discretionary compensation in the same workweek; (ii) routinely failing to timely pay Plaintiffs and other non-exempt employees all due wages or timely pay all due wages upon separation of employment; and (iii) routinely failing to provide accurate, itemized wage statements to Plaintiffs and other employees.

115. On or about August 3, 2020, and dates thereafter, Plaintiffs sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations of Sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1197.1, 1198, 2800, and 2802. Plaintiffs simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

116. As such, pursuant to Section 2699(a), (f), and (g), Plaintiffs seek recovery of all applicable civil penalties for Defendants’ violations of Sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1197.1, 1198, 2800, and 2802 against all aggrieved employees for the time period described above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiffs as the representatives of the Class;
3. For an order appointing Counsel for Plaintiffs as Class Counsel;
4. Upon each cause of action for damages, including interest thereon, liquidated damages, penalties, and attorneys’ fees and costs;

5. For such other and further relief that the Court may deem just and proper.

DATED: August 30, 2024

DIVERSITY LAW GROUP, P.C.

By:

Larry W. Lee

Simon L. Yang

Attorneys for Plaintiffs

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On August 30, 2024, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR** on the interested parties in this action as follows:

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.


Erika Mejia