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JEANNETTE SALAZAR

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

JEANNETTE SALAZAR, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

AMERISOURCEBERGEN DRUG
CORPORATION, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2021-00301017-CU-OE-GDS

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq. and 17203;
- (11) Violation of California Labor Code §

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2698, et seq. (California Labor Code
Private Attorneys General Act of
2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JEANNETTE SALAZAR (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq. The monetary damages, restitution, and civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Sacramento.

PARTIES

5. Plaintiff JEANNETTE SALAZAR is an individual residing in the State of California.

6. Defendant AMERISOURCEBERGEN DRUG CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

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1 7. At all relevant times, Defendant AMERISOURCEBERGEN DRUG
2 CORPORATION was the “employer” of Plaintiff within the meaning of all applicable state laws
3 and statutes.

4 8. At all times herein relevant, AMERISOURCEBERGEN DRUG
5 CORPORATION and DOES 1 through 100, and each of them, were the agents, partners, joint
6 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
7 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
8 the course and scope of their authority as such agents, partners, joint venturers, representatives,
9 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged
10 herein were duly committed with the ratification, knowledge, permission, encouragement,
11 authorization and/or consent of each defendant designated as a DOE herein.

12 9. The true names and capacities, whether corporate, associate, individual, or
13 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
14 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
15 information and belief alleges, that each of the defendants designated as a DOE is legally
16 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
17 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
18 court to amend this Complaint to show the true names and capacities when the same have been
19 ascertained.

20 10. AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100
21 will hereinafter collectively be referred to as “Defendants.”

22 11. Plaintiff further alleges that Defendants, including the unknown defendants
23 identified as DOES, directly or indirectly controlled or affected the working conditions, wages,
24 working hours, and conditions of employment of Plaintiff and the other class members and
25 aggrieved employees so as to make each of said Defendants employers and employers liable
26 under the statutory provisions set forth herein.

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CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former non-exempt employees employed by Defendant within the State of California at any time from May 1, 2018 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants failed to use the shift differential pay/non-discretionary production bonuses/non-discretionary performance, commission, and incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/commissions/non-discretionary production bonuses/non-

- 1 discretionary performance pay, commissions, incentives and overtime
2 wages in the same workweek;
- 3 e. Whether Defendants deprived Plaintiff and the other class members of
4 meal and/or rest periods or required Plaintiff and the other class members
5 to work during meal and/or rest periods without compensation;
- 6 f. Whether Defendants failed to pay wages to Plaintiff and the other class
7 members for all hours worked;
- 8 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
9 class members within the required time upon their discharge or
10 resignation;
- 11 h. Whether Defendants failed to timely pay all wages due to Plaintiff and the
12 other class members during their employment;
- 13 i. Whether Defendants complied with wage reporting as required by the
14 California Labor Code; including, *inter alia*, section 226;
- 15 j. Whether Defendants kept complete and accurate payroll records as
16 required by the California Labor Code, including, *inter alia*, section
17 1174(d);
- 18 k. Whether Defendants failed to pay reporting time pay to Plaintiff and the
19 other class members;
- 20 l. Whether Defendants failed to pay vested vacation time to Plaintiff and the
21 other class members;
- 22 m. Whether Defendants failed to reimburse Plaintiff and the other class
23 members for necessary business-related expenses and costs;
- 24 n. Whether Defendants failed to provide notice to Plaintiff and other class
25 members in violation of California Labor Code section 2810.5;
- 26 o. Whether Defendants' conduct was willful or reckless;
- 27 p. Whether Defendants engaged in unfair business practices in violation of
28 California Business & Professions Code section 17200, et seq.;

q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

r. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and all current and former non-exempt employees employed by Defendant within the State of California at any time during the period from November 6, 2019 to final judgment are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

b. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the LWDA and by U.S. Certified Mail the employer of the specific provisions of the California Labor Code

1 alleged to have been violated, including the facts and theories to support
2 the alleged violations.

3 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
4 employer and the aggrieved employee by certified mail that it does not
5 intend to investigate the alleged violation within sixty (60) calendar days
6 of the postmark date of the Employee’s Notice. Upon receipt of the
7 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
8 (65) calendar days of the postmark date of the Employee’s Notice, the
9 aggrieved employee may commence a civil action pursuant to California
10 Labor Code section 2699 to recover civil penalties in addition to any other
11 penalties to which the employee may be entitled.

12 22. On November 6, 2020, former plaintiff Sarah Andrews provided written notice
13 by U.S. Certified Mail to the LWDA and to Defendant of the specific provisions of the California
14 Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violations. Former plaintiff SARAH ANDREWS did not receive an LWDA Notice within sixty-
16 five (65) calendar days of the date of submission of former plaintiff SARAH ANDREW’s notice.

17 23. On March 12, 2021, former Plaintiff Sarah Andrews provided an amended written
18 notice by U.S. Certified Mail to the LWDA and to Defendant of the specific provisions of the
19 California Labor Code alleged to have been violated, including the facts and theories to support
20 the alleged violations.

21 24. On April 18, 2023, Plaintiff provided an amended written notice by U.S. Certified
22 Mail to the LWDA and to Defendant of the specific provisions of the California Labor Code
23 alleged to have been violated, including the facts and theories to support the alleged violations,
24 and advised the LWDA that Plaintiff intends to substitute former plaintiff Sarah Andrews in the
25 Complaint with Jeannette Salazar.

26 25. Therefore, Plaintiff has satisfied the administrative prerequisites under California
27 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of
28 California Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 551,

552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5, and Industrial Welfare Commission (“IWC”) Wage Orders, including *inter alia*, IWC Wages Orders 1-2001, 4-2001 and 7-2001.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiff and other class members and aggrieved employees within the State of California.

27. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately March 2009 to approximately May 2022 in the State of California.

28. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as non-exempt employees, and failed to compensate them for all hours worked, missed, late, short, and/or interrupted meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other class members’ and aggrieved employees’ employment, and to supervise their daily employment activities.

30. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s and the other class members’ and aggrieved employees’ employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

31. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

32. Defendants continue to employ non-exempt employees within the State of California.

33. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants

engaged in a uniform policy and systematic scheme of wage abuse against their non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks, failing to pay them for vested vacation time, and failing to provide reporting time pay in violation of California law.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the shift differential pay/non-discretionary production bonuses/non-discretionary performance, commission, and incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members and aggrieved employees earned shift differential pay/commissions/non-discretionary production bonuses/non-discretionary performance pay, commissions, incentives and overtime wages in the same workweek

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which Plaintiff and the other class members and aggrieved employees were required to report to work and were furnished less than half the usual or scheduled day's work.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to no less than two (2) hours at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay for each day in which Plaintiff and the other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two hours of work on the second reporting.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members and aggrieved employees the required rest and meal periods during the relevant time period as required under the applicable IWC Wage Orders and thus they are entitled to any and all applicable penalties.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employee's regular rate of pay when a meal period was missed, short, late, and/or interrupted.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that the class members and aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and straight time wages, reporting time pay, wages for vested vacation time, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

1 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members and aggrieved employees
3 were entitled to receive all wages owed to them during their employment. Plaintiff and the other
4 class members and aggrieved employees did not receive payment of all wages, including
5 overtime wages, minimum wages, straight time wages, reporting time pay, wages for vested
6 vacation time, and meal and rest period premiums, within any time permissible under California
7 Labor Code section 204.

8 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members and aggrieved employees
10 were entitled to receive complete and accurate wage statements in accordance with California
11 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
12 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
13 Plaintiff and the other class members and aggrieved employees, failure to include the correct
14 overtime rates, and failure to include all meal and rest premiums owed to Plaintiff and the other
15 class members and aggrieved employees.

16 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiff and the other class members and aggrieved employees in accordance with California
19 law, but, in fact, did not keep complete and accurate payroll records.

20 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members and aggrieved employees
22 were entitled to reimbursement for necessary business-related expenses and costs, including but
23 not limited to, usage of personal cell phones for work duties, mileage for the use of personal
24 vehicles, and the purchase and maintenance of work clothing and personal protective equipment
25 (e.g., scrubs) and shoes in compliance with Defendants' dress code policy.

26 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that they had a duty to compensate Plaintiff and the other class
28 members and aggrieved employees pursuant to California law, and that Defendants had the

1 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
2 do so, and falsely represented to Plaintiff and the other class members and aggrieved employees
3 that they were properly denied wages, all in order to increase Defendants' profits.

4 49. At all material times set forth herein, Defendants failed to pay overtime wages to
5 Plaintiff and the other class members and aggrieved employees. Plaintiff and the other class
6 members and aggrieved employees were required to work more than eight (8) hours per day,
7 forty (40) hours per week, and/or six (6) consecutive days per week without overtime
8 compensation.

9 50. At all material times set forth herein, Defendants failed to provide uninterrupted
10 meal and rest periods to Plaintiff and the other class members and aggrieved employees.

11 51. At all material times set forth herein, Defendants failed to pay Plaintiff and the
12 other class members and aggrieved employees at least minimum wages for all hours worked.

13 52. At all material times set forth herein, Defendants failed to pay the class members
14 and aggrieved employees all wages owed to them upon discharge or resignation.

15 53. At all material times set forth herein, Defendants failed to pay Plaintiff and the
16 other class members' and aggrieved employees' wages within any time permissible under
17 California law, including, *inter alia*, California Labor Code section 204.

18 54. At all material times set forth herein, Defendants failed to provide complete and
19 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

20 55. At all material times set forth herein, Defendants failed to provide notice to
21 Plaintiff and other class members and aggrieved employees as required by California Labor Code
22 section 2810.5.

23 56. At all material times set forth herein, Defendants failed to keep complete and
24 accurate payroll records for Plaintiff and the other class members and aggrieved employees.

25 57. At all material times set forth herein, Defendants failed to reimburse Plaintiff and
26 the other class members and aggrieved employees for necessary business-related expenses and
27 costs, including but not limited to, usage of personal cell phones for work duties, mileage for the
28 use of personal vehicles, and the purchase and maintenance of clothing and personal protective

equipment (e.g., scrubs) and shoes in compliance with Defendants' dress code policy.

58. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

59. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

60. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

61. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or the first eight (8) hours worked on the seventh day in a workweek.

63. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

64. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a

day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

65. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

66. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

67. Defendants' failure to pay Plaintiff the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

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

72. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work

1 for a work period of more than five (5) hours per day without providing the employee with a
2 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
3 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
4 both the employer and employee.

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

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

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

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

27 77. During the relevant time period, Defendants intentionally and willfully required
28 Plaintiff and the other class members to work during meal periods and failed to compensate

Plaintiff and the other class members the full meal period premium for work performed during meal periods.

78. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

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

80. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

81. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

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

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

(3 ½) hours.

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

86. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

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

88. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

89. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

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

92. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, overtime wages, straight time wages, meal and rest premiums, wages for vested vacation time, and reporting time pay, to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

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

94. Pursuant to California Labor Code section 1197.1, Plaintiff 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.

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

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

96. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

99. Defendants' failure to pay Plaintiff and the other class members who are no longer

employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

100. California Labor Code 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 thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

102. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

106. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period

permissible under California Labor Code section 204.

107. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate 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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

110. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members, failure to include the correct overtime rates, and failure to include all meal and rest premiums owed to Plaintiff and the other class members.

111. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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

113. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

114. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

117. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

118. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

119. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

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

122. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

123. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs, including but not limited to, usage of personal cell phones for work duties, mileage for the use of personal vehicles, and the purchase and maintenance of work clothing and personal protective equipment (e.g., scrubs) and shoes in compliance with Defendants' dress code policy.

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

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2 **TENTH CAUSE OF ACTION**

3 **(Violation of California Business & Professions Code §§ 17200, et seq. and 17203)**

4 **(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)**

5 125. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 124, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
10 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
11 within the meaning of Code of Civil Procedure section 1021.5.

12 127. Defendants' activities as alleged herein are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business & Professions
14 Code section 17200, et seq.

15 128. A violation of California Business & Professions Code section 17200, et seq. may
16 be predicated on the violation of any state or federal law. In this instant case, Defendants'
17 policies and practices of requiring employees, including Plaintiff and the other class members,
18 to work overtime without paying them proper compensation violate California Labor Code
19 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
20 including Plaintiff and the other class members, to work through their meal and rest periods
21 without paying them proper compensation violate California Labor Code sections 226.7 and
22 512(a). Defendants' policies and practices of failing to pay minimum, overtime, and reporting
23 time wages and meal and rest premiums violate California Labor Code sections 1194, 1197, and
24 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff
25 and the other class members violate California Labor Code sections 201, 202 and 204.
26 Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.
27 Defendants also violated California Labor Code section 2810.5 by failing to provide notice to
28 Plaintiff and other class members.

129. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

130. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

131. Pursuant to California Business & Professions Code sections 17200, et seq., and 17203, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences May 1, 2018; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs; and an injunction prohibiting Defendants from further violating the Labor Code.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

132. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

133. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

134. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

135. Plaintiff and the other non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees

of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

136. Defendants' failure to pay overtime in violation of the IWC Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

137. Defendants' failure to provide legally required meal periods in violation of the IWC Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

138. Defendants' failure to provide legally required rest periods in violation of the IWC Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

139. Defendants' failure to pay minimum wages in violation of the IWC Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Notice to Employees

140. Defendants' failure to provide notice containing requisite information in violation of California Labor Code section 2810.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5.

Failure to Pay Reporting Time Pay

141. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Pay Vested Vacation Time

142. Defendants' failure to pay vested vacation time in violation California Labor Code section 227.3, as alleged above, constitutes unlawful or unfair activity prohibited by California Labor Code section 227.3.

Failure to Timely Pay Wages During Employment

143. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

144. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Provide Complete and Accurate Wage Statements

145. Defendants' failure to provide complete and accurate wage statements in violation of California Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

146. Defendants' failure to keep complete and accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

147. Defendants' failure to reimburse necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

148. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

149. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

150. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class

members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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- 1 49. For actual, consequential and incidental losses and damages, according to proof;
2 50. For the imposition of civil penalties and/or statutory penalties;
3 51. For reasonable attorneys' fees and costs of suit incurred herein; and
4 52. For such other and further relief as the Court may deem just and proper.

5 **As to the Tenth Cause of Action**

6 53. That the Court decree, adjudge and decree that Defendants violated California
7 Business and Professions Code sections 17200, et seq. by failing to pay Plaintiff and the other
8 class members all minimum, overtime, straight time, and reporting time wages and meal and rest
9 premiums due to them, failing to provide all meal and rest periods to Plaintiff and the other class
10 members, failing to pay at least minimum wages to Plaintiff and the other class members, failing
11 to pay Plaintiff's and the other class members' wages timely as required by California Labor
12 Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194,
13 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, and by violating California Labor Code
14 sections 1174, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders 1-2001, 4-
15 2001, and 7-2001.

16 54. For restitution of unpaid wages to Plaintiff and all the other class members and
17 all pre-judgment interest from the day such amounts were due and payable;

18 55. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violation of California Business and Professions Code sections 17200,
21 et seq.;

22 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 57. For injunctive relief to ensure compliance with this section, pursuant to California
25 Business and Professions Code sections 17200, et seq. and 17203; and

26 58. For such other and further relief as the Court may deem just and proper.

27 **As to the Eleventh Cause of Action**

28 59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) plus

costs/expenses and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders, including *inter alia*, IWC Wage Orders 1-2001, 4-2001, and 7-2001; and

61. For such other and further relief as the Court may deem equitable and appropriate.

DATED: August 15, 2023

LAWYERS for JUSTICE, PC

By: 
Kyla Buenaventura
Attorneys for Plaintiff Jeannette Salazar

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

I am employed in the County of Sacramento, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 15, 2023, I served the foregoing document(s) described as:

▪ **FIRST AMENDED COMPLAINT**

on interested parties in this action by Electronic Service as follows:

Melinda S. Riechert

melinda.riechart@morganlewis.com

Andrew P. Frederick

andrew.frederick@morganlewis.com

Michelle L. Quach

michelle.quach@morganlewis.com

MORGAN, LEWIS & BOCKIUS LLP

1400 Page Mill Road

Palo Alto, CA 94304

Attorneys for Defendant Amerisourcebergen Drug Corp.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE

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

Executed on August 15, 2023, at Glendale, California.

Lindsey Crosby