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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 ORLANDO CAMP, on behalf of himself and
13 all others similarly situated,

14 Plaintiff,

15 v.

16 MATSON LOGISTICS WAREHOUSING,
INC., a Hawaii corporation; and DOES 1
17 through 100, inclusive,

18 Defendants.
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CASE NO.:

RG21088637

**CLASS & PAGA REPRESENTATIVE
ACTION FOR:**

1. FAILURE TO PAY MINIMUM WAGES
2. FAILURE TO PAY OVERTIME WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO PAY DUE WAGES AT TERMINATION;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;
7. UNFAIR COMPETITION.; and
8. PAGA PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

ENDORSE ^{AP}
FILED
ALAMEDA COUNTY
FEB 09 2021
CLERK OF THE SUPERIOR COURT
By *Andreal Lopez* Deputy

FAXED

1 Plaintiff Orlando Camp (“Plaintiff”), on behalf of himself, and all other similarly situated
2 non-exempt employees, complains and alleges as follows.

3 **COMMON FACTUAL ALLEGATIONS**

4 1. Plaintiff brings this class and representative action against his former employer,
5 Matson Logistics Warehousing, Inc., and Does 1 through 50, (collectively, the “Defendants”) on
6 behalf of himself, and all other similarly situated current and former non-exempt employees who
7 worked or work at any facility owned and/or operated by defendant Matson Logistics Warehousing,
8 Inc., in California, for Labor Code violations stemming from Defendants’ failure to pay minimum
9 and overtime wages for all hours worked, failure to provide compliant meal and rest periods or
10 compensation in lieu thereof, failure to timely pay final wages, and failure to provide accurate
11 itemized wage statements.

12 2. Defendants provide logistics services for companies of all sizes. Defendants’
13 transportation services are integrated with its warehousing network to provide a single-source
14 solution for its customers.

15 3. Plaintiff was employed by Defendants as a non-exempt employee from September
16 18, 2017 until his separation on or about December 28, 2020.

17 4. Plaintiff alleges on information and belief that other similarly situated non-exempt
18 employees were subjected to the same policies, procedures, and practices, working conditions, and
19 corresponding wage and hour violations to which Plaintiff was subjected during his employment.

20 5. Plaintiff and other similarly situated non-exempt employees were employed as non-
21 exempt employees and were responsible for all aspects of Defendants’ operations across California.

22 6. At all relevant times, Defendants have had a uniform payroll policy of
23 rounding/shaving Plaintiff and other similarly situated non-exempt employees’ time entries to the
24 nearest tenth minute. Plaintiff alleges that this rounding policy is not fair or neutral on its face, and
25 that as a result of this practice aggrieved employees are not compensated for all the hours that they
26 work and all of the overtime hours they work in violation of Labor Code §§ 204, 210, 510, 1194,
27 1197.1, 1199, and applicable Wage Orders.

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1 7. California courts have consistently held that “rounding time policies can be lawful,
2 “if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not
3 result, over a period of time, in failure to compensate the employees properly for all the time they
4 have actually worked.” *See’s Candy Shops v. Superior Court* (2012) 210 Cal. App. 4th 889, 907;
5 See also 29 C.F.R. § 785.48; see also DLSE Manual, *supra*, §§ 47.1, 47.2.

6 8. Notably, Defendants’ uniform rounding policy is not neutral on its face as Plaintiff
7 and non-exempt employees are subject to discipline, including termination for being tardy in
8 reporting to work. Thus, Plaintiff and non-exempt employees were consistently on time or early to
9 work but were not paid for all hours actually worked. Moreover, because Defendants are capable of
10 tracking the time worked by aggrieved employees to the minute, the policy itself exists not for the
11 convenience or benefit of the employees who are reporting their time accurately on timecards or
12 otherwise, but for Defendants’ benefit. As a result, over a period of time, Plaintiff and non-exempt
13 employees were not properly paid for all hours worked, including overtime hours, in violation of
14 Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

15 9. Moreover, at all relevant times, Plaintiff and non-exempt employees were subjected
16 to Defendants’ security checkpoint policies/procedures, which required Plaintiff and non-exempt
17 employees to go through a security checkpoint process, when entering Defendants’ warehouse
18 facility at the beginning of each shift. Defendants required Plaintiff and non-exempt employees to
19 arrive earlier to go through the security checkpoint before clocking in for payroll purposes at the
20 beginning of their shifts. Despite being subject to Defendants’ control while waiting to go through
21 these security checkpoints, Defendants did not provide any compensation to Plaintiff and non-
22 exempt employees for the time it took to complete this process. After non-exempt employees went
23 through security checkpoint as referenced above, they were also required to spend additional time
24 waiting in line to use Defendants’ time recording machines in order to clock in and out for the day.

25 10. Additionally, in light of the COVID-19 pandemic, Defendants instituted a uniform
26 policy/practice of conducting temperature checks for aggrieved employees prior to entering the
27 premises. These temperature checks occurred in addition to the security checkpoint and resulted in
28 additional time non-exempt employees were not compensated for.

1 11. As a result of Defendants’ security checkpoint and COVID-19 policies/procedures,
2 Plaintiff and non-exempt employees were not fully compensated for all minimum and overtime
3 wages. Defendants have no valid defense to this claim given the California Supreme Court’s recent
4 unanimous decision in *Frlekin v. Apple, Inc.* (Feb. 13, 2020) S243805 at *23, which held that
5 employees “must be paid” during security checks since “it is clear that [employees] are subject to
6 [the employer’s] control while awaiting, and during, [the] exit searches.”

7 12. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
8 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
9 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
10 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
11 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the same
12 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
13 for which the employee is underpaid regardless of whether the initial violation is intentionally
14 committed.

15 13. As set forth above, Defendants failed to compensate Plaintiff and non-exempt
16 employees for all hours worked, including all minimum and overtime wages, by its (1) unlawful
17 rounding/shaving of aggrieved employees’ time entries and (2) failure to pay for all pre-shift off the
18 clock hours worked. Accordingly, through PAGA and to the extent permitted by law Plaintiff and
19 non-exempt employees are entitled to recover liquidated damages for violations of Labor Code §
20 1197.1.

21 14. Furthermore, from at least one year ago and continuing until the present, Defendants
22 had and continues to have a uniform meal period policy that failed to provide employees with all
23 complaint, timely and uninterrupted 30-minute meal periods as required by the Labor Code.
24 Defendants often failed to allow and permit Plaintiff and non-exempt employees with meal periods
25 of at least *net* thirty (30) minutes before the end of the fifth (5th) hour of work, and second meal
26 periods before the end of the tenth (10th) hour of work due to Defendants’ meal period policies and
27 practices.

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1 15. Specifically, as stated in Defendants' Employee Handbook Section 5.0 "LUNCH &
2 BREAKS", "Lunch and breaks begin and end in your work area. There is no time allotted for travel
3 to and from break areas.". Indeed, Defendants also have had a uniform policy that prevents
4 employees from eating lunch in the work area and required employees to walk to their designated
5 break areas or leave the premises during meal periods. (Attached hereto as **Exhibit A** is a true and
6 correct copy of Defendants' Lunch & Break Policy) As such, Plaintiff and non-exempt employees
7 were uniformly unable to take meal periods that were at least (30) net minutes in length.

8 16. Additionally, Plaintiff and non-exempt employees were also frequently unable to
9 take timely meal periods before the end of the fifth hour of work due the workload and operational
10 requirements of the job.

11 17. Finally, at all relevant times, Defendants also failed and continues to fail to allow
12 and permit Plaintiff and non-exempt employees from taking second meal periods of 30 *net* minutes
13 before the end of the tenth hour of work due to Defendants' unlawful meal period policies and
14 practices.

15 18. Labor Code § 512 requires employers to provide employees with a thirty (30) minute
16 uninterrupted and duty-free meal period within the first five hours of work. An employee who
17 works more than ten (10) hours per day is entitled to receive a second thirty (30) minute
18 uninterrupted and duty-free meal period. *Brinker Rest. Corp. v. Superior Court*, (2012) 53 Cal. 4th
19 1004, 1042 ("Accordingly, first meal periods must start after no more than five hours."); see also
20 *Munoz v. Giumarra Vineyards Corp.*, 2015 WL 5350563 at *3 (E.D. Cal. Sept. 11, 2015) (holding
21 that meal periods must be taken within the first five hours of work)

22 19. Labor Code § 226.7 provides "an employer shall not require an employee to work
23 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
24 regulation, standard, or order of the Industrial Welfare Commission ("IWC"). See *Brinker*
25 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1016-1017 ("[T]he wage order's meal
26 period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free
27 to leave the premises, and (3) is relieved of all duty for the entire period. . .The employer satisfies
28 the [meal period] obligation if it relieves its employees of all duty, relinquishes control over their

1 activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and
2 does not impede or discourage them from doing so”)(emphasis added).

3 20. Pursuant to Labor Code § 226.7 and the applicable Wage Orders, each failure to
4 provide a complaint off-duty meal period entitles Plaintiff and non-exempt employees to receive an
5 additional compensation premium equal to one hour of pay. Additionally, Defendants failed to
6 maintain any mechanism for the payment of meal period premium payments as required by Labor
7 Code § 226.7.

8 21. As a result of Defendants’ meal period policies and practices, Plaintiff seeks to
9 recover on behalf of himself and all aggrieved employees, meal period premiums and penalties.
10 Consequently, Defendants have violated Labor Code §§ 226.7, 512 and applicable Wage Orders.

11 22. Furthermore, at all relevant times, Plaintiff and non-exempt employees were not
12 provided with *duty-free* rest periods of at least ten (10) ten minutes for each four (4) hour work
13 period, or major fraction thereof due to Defendants’ unlawful rest period policies/practices that
14 required non-exempt employees to remain on site during rest periods. As stated in Defendants’
15 Employee Handbook, “Employees may not leave the Company premises while on their 15-minute
16 break.” Making matters worse, Defendants fail to provide adequate time for employees to take their
17 rest breaks since rest periods are also to “begin and end in [the] work area” and “[t]here is no time
18 allotted for travel to and from break areas.” (See **Exhibit A**)

19 23. Additionally, although Defendants claim to allow and permit employees to take two
20 15-minute rest periods during an 8-hour shift, in practice, non-exempt employees were often unable
21 to take legally complaint rest periods due to the demands of the job, which often required
22 employees to remain working on their respective job sites during rest periods. Thus, Defendants
23 more than often prevented Plaintiff and non-exempt employees from taking timely and legally
24 complaint rest periods. This also includes failing to permit employees from taking a third rest
25 period for shifts in excess of ten (10) hours in a workday.

26 24. Under the applicable Wage order, an employer must authorize and permit all
27 employees to take ten (10) minute duty free rest periods for every major fraction of four hours
28 worked. This includes a third rest period for shifts in excess of 10.0 hours in a workday. See

1 *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest
2 periods employers must relieve employees of all duties and relinquish control over how employees
3 spend their time.”]. In *Augustus*, the court expressly rejected the employer’s assertion that it could
4 provide an on-duty rest period to employees who worked as security guards and further explained
5 “that employers [must] relinquish any control over how employees spend their break time and
6 relieve their employees of all duties.” *Id.* at 273.

7 25. Plaintiff and non-exempt employees could not take all of their rest periods
8 “relinquished from all duties” as required by Labor Code § 226.7. Many non-exempt employees
9 worked in excess of ten (10) hours in a workday but were not permitted to take all uninterrupted
10 third rest period of ten (10) minutes. Additionally, Defendants also failed to maintain any
11 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7.

12 26. As a result of Defendants’ unlawful rest period policies and practices, Plaintiff seeks
13 to recover on behalf of himself and all aggrieved employees rest period premiums and penalties.
14 Consequently, Defendants has violated Labor Code §§ 226.7, 512 and applicable Wage Orders.

15 27. As a result of Defendants’ failure to provide Plaintiff and non-exempt employees
16 with all minimum and overtime wages, meal and rest periods or compensation in lieu thereof,
17 Defendants’ intentionally failed and continues to fail to furnish aggrieved employees with itemized
18 wage statements that accurately reflect the correct amount of gross wages earned, net wages earned,
19 or the applicable hourly rates in effect during the pay period and premium wages due for missed
20 meal and rest periods as required by Labor Code § 226(a)(1)(2)(5)(9). Consequently, because
21 Defendants failed to comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and
22 non-exempt employees would be entitled to recover penalties under Labor Code §§ 226(e).

23 28. Due to Defendants’ failure to pay all minimum and overtime wages, and meal and
24 rest period premium wages, Defendants also failed and continues to fail to pay Plaintiff and non-
25 exempt employees all wages owed at their time of separation from employment in violation of
26 Labor Code §§ 201-203 and applicable Wage Orders. Thus, Plaintiff and non-exempt employees
27 would be entitled to recover penalties under Labor Code §§ 201-203.

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1 **JURISDICTION**

2 29. This Court has jurisdiction over the claims for relief of Plaintiff and other similarly
3 situated non-exempt employees pursuant to the Labor Code and the applicable IWC Wage Orders,
4 among other sections.

5 **VENUE**

6 30. Venue as to each Defendant is proper in this Court, pursuant to Code of Civil
7 Procedure § 395(a). Defendants are headquartered transact business in San Bernardino County and
8 the unlawful acts alleged herein have a direct effect on Plaintiff and other similarly situated non-
9 exempt employees of Defendants in San Bernardino County. Furthermore, Defendants employed or
10 employ Plaintiff and other non-exempt employees in San Bernardino County.

11 **PARTIES**

12 **Plaintiff**

13 31. Plaintiff and Class Representative Orlando Camp was employed by Defendants from
14 approximately September 18, 2017 until his separation on or about December 28, 2020.

15 **Defendants**

16 32. Plaintiff is informed and believes and thereon alleges that Defendant Matson
17 Logistics Warehousing, Inc., is a Hawaii corporation authorized to and doing business in Alameda
18 County, California, and is and/or was the legal employer of Plaintiff and other similarly situated
19 non-exempt employees during the applicable statutory periods.

20 33. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
21 participation in the conduct herein alleged, of Defendants sued herein as Does 1 through 50,
22 inclusive, but on information and belief allege that those Defendants are legally responsible for the
23 payment of penalties and damages to Plaintiff and other similarly situated non-exempt employees
24 by virtue of Defendants' unlawful actions and practices and therefore sues these Defendants by
25 such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of
26 the Doe Defendants when ascertained.

27 34. Plaintiff also alleges that she and other similarly situated non-exempt employees
28 worked under the joint direction and control of Defendants and that Defendants, and each of them,

1 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
2 scheme, business plan or policy in all respect pertinent hereto, and the acts of each Defendant are
3 legally attributable to the other Defendants. On information and belief, a unity of interest and
4 ownership between each Defendant exists such that all Defendants acted as a single employer of
5 Plaintiff and other similarly situated non-exempt employees.

6 35. Furthermore, on information and belief, Defendants are an integrated enterprise and
7 should be treated as a single employer because Defendants share an interrelation of operations, with
8 common human resources and personnel policies and shared common offices and facilities. Upon
9 information and belief, Defendants share common management, a centralized control of labor
10 operations, and common ownership or financial control.

11 36. Plaintiff is informed and believes and thereon alleges that the Defendants sued
12 herein as Does 11-50 are now and at all material times herein mentioned were the owner/owners of
13 certain Defendants and the actual employer of Plaintiff and other similarly situated non-exempt
14 employees or, in the alternative, were individuals employed by Defendants as a managerial and/or
15 supervisory employee and/or agent. In addition, Plaintiff alleges that at all relevant times herein the
16 Defendants sued herein as Does 11-50 had the authority, in the interest of certain Defendants, to
17 exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other
18 similar actions against Plaintiff, and were in Plaintiff's chain of command at the time of and direct
19 participants in the wrongful conduct which constitutes the basis of Plaintiff's complaint herein.

20 37. Plaintiff also alleges that the Defendants sued herein as Does 11-50 and certain
21 Defendants are the agents, servants, employees, partners, affiliates, and/or representatives of each
22 other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such
23 relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in
24 conducting themselves in the manner described herein, the Defendants sued herein as Does 11-50
25 and certain Defendants were acting in active concert with on another such that the acts of each were
26 fully attributable to the other in all material respects. Plaintiff also alleges that certain Defendants
27 were merely the alter ego of the Defendants sued herein as Does 11-50 in that there existed a unity
28 of interest and ownership such that any separateness between them ceased to exist and the

1 Defendants sued herein as Does 11-50 exercised undue dominance, control, influence, and
2 management over certain Defendants. Plaintiff further alleges that, at all relevant times, certain
3 Defendants have been inadequately capitalized to conduct business, have failed to follow
4 appropriate corporate formalities, and have simply been a shell and instrumentality through which
5 the Defendants sued herein as Does 11-50 have conducted their personal affairs. Accordingly, the
6 corporate veil should be pierced, and any liability attached to certain Defendants should be imposed
7 jointly and severally against the Defendants sued herein as Does 11-50. Adherence to the fiction of
8 the separate existence of these corporate entities would permit abuse of the corporate privilege,
9 thereby sanctioning fraud and promoting injustice.

10 **CLASS ACTION ALLEGATIONS**

11 38. Plaintiff incorporates the preceding paragraphs of the Class and Representative
12 Action Complaint as if fully alleged herein.

13 39. Plaintiff brings this action on behalf of himself and all others similarly situated as a
14 class action pursuant to Code of Civil Procedure § 382.

15 40. The relevant time period for this class action is defined as the time period beginning
16 four years prior to the filing of this action until judgment is entered (the “Relevant Time Period”).

17 41. The Classes that Plaintiff seeks to represent is defined as follows:

18 **Class**

19 All current and former non-exempt employees employed by
20 Defendants at a facility owned and/or operated by Defendants in
California at any time during the Relevant Time Period. (“Class”)

21 **Waiting Time Penalty Class**

22 All current and former non-exempt employees who separated
23 from their employment with Defendants during the period three
years before the filing of this action and ending when final
judgment is entered. (“Waiting Time Penalty Class”)

24 (collectively “Classes”)

25 42. Plaintiff reserves the right to amend or modify the class descriptions with greater
26 specificity or further division into subclasses or limitation to particular issues as appropriate.

27 43. Plaintiff, as Class Representative, is a member of the Classes that he seeks to
28 represent.

1 44. This action has been brought and may properly be maintained as a class action under
2 Code of Civil Procedure § 382 because there is a well-defined community of interest in the
3 litigation and the proposed class is easily ascertainable from Defendants' personnel and payroll
4 records.

5 45. **Numerosity:** The potential members of the Classes as defined are so numerous that
6 a joinder of all similarly situated non-exempt employees is impracticable. Although the exact
7 number is currently unknown to Plaintiff, this information is easily ascertainable from Defendants'
8 payroll and personnel records.

9 46. **Commonality:** There are questions of law and fact common to the Classes which
10 predominate over any questions affecting only individual members of the Classes, including
11 without limitation:

12 i. Whether Defendants violated the California Labor Code and applicable IWC
13 Wage Orders by failing to pay wages to Plaintiff and the Classes for all hours worked, including
14 minimum and overtime wages;

15 ii. Whether Defendants violated the California Labor Code and applicable IWC
16 Wage Orders by failing to provide legally complaint meal periods to Plaintiff and the Classes and
17 whether Defendants failed to compensate Plaintiff and the Classes with one additional hour of
18 wages for each instance when a mandated meal period was not provided;

19 iii. Whether Defendants violated the California Labor Code and applicable IWC
20 Wage Orders by failing to provide paid rest breaks to Plaintiff and the Classes and whether
21 Defendants failed to compensate Plaintiff and the Classes with one additional hour of wages for
22 each instance when a paid rest break was not provided;

23 iv. Whether Defendants violated the California Labor Code by failing to pay all
24 wages due upon separation of employment between Defendants and Plaintiff and the Waiting Time
25 Penalty Class, whether such separation was voluntary or involuntary;

26 v. Whether Defendants violated the California Labor Code by failing to provide
27 Plaintiff and the Classes with complete, accurate, itemized wage statements;

28 //

1 vi. Whether Defendants violated California Business & Professions Code §§
2 17200 *et seq.* due to the: failure to pay minimum and overtime wages; failure to provide mandated
3 meal periods; failure to provide mandated paid rest breaks; and failure to timely pay final wages;

4 vii. Whether Defendants violated § 17200 *et seq.* of the California Business and
5 Professions Code and, without limitation, California Labor Code §§ 201, 202, 203, 204, 208, 210,
6 218.6, 226, 226.3, 226.7, 256, 510, 512, 1194, 1194.2, and 1197, among possibly other sections
7 inadvertently omitted, and the applicable IWC Wage Orders, which violations constitute false,
8 fraudulent, unlawful, unfair and deceptive business practices; and

9 viii. Whether Plaintiff and the Classes are entitled to equitable relief pursuant to
10 California Business & Professions Code §§ 17200 *et seq.*

11 47. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the claims
12 of the Classes. Plaintiff, like other members of the Classes, was subjected to Defendants' ongoing
13 Labor Code and Wage Order violations including pertaining to the failure to pay minimum and
14 overtime wages, failure to provide mandated meal periods, failure to provide mandated paid rest
15 breaks, failure to timely pay final wages, and failure to provide accurate itemized wage statements.

16 48. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly and
17 adequately represent and protect the interests of the Classes. Plaintiff's interests are not in conflict
18 with those of the Classes. Class Representatives' counsel are competent and experienced in
19 litigating large employment class actions and other complex litigation matters, including cases like
20 this case.

21 49. **Superiority of Class Action.** Class certification is appropriate because a class action
22 is superior to other available means for the fair and efficient adjudication of this controversy.
23 Individual joinder of all similarly situated non-exempt employees is not practicable, and questions
24 of law and fact common to the Classes predominate over any questions affecting only individual
25 members of the Classes. Each class member has been damaged and is entitled to recovery by
26 reason of Defendants' illegal policies and practices set forth above. Class action treatment will
27 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
28 economical for the parties and the judicial system.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 1194, 1194.2, 1197; IWC Wage Order § 4)

4 (*Against All Defendants*)

5 50. Plaintiff incorporates the preceding paragraphs of the Class and Representative
6 Action Complaint as if fully alleged herein.

7 51. As a result of Defendants' policies or practices described herein above, Plaintiff and
8 members of the Classes were required to perform off-the-clock work that Defendants either knew or
9 should have known they were performing.

10 52. Consequently, Defendants violated California Labor Code laws and minimum wage
11 laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, applicable IWC Wage Orders, § 4, and
12 Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

13 53. Plaintiff is informed and believes and thereon alleges that Defendants intentionally,
14 willfully, and improperly failed to pay wages to Plaintiff and members of the Classes for each hour
15 worked in violation of Labor Code §§ 221-223, 1194 and 1197.

16 54. Defendants' conduct was willful, as Defendants knew that Plaintiff and members of
17 the Classes were entitled to be paid wages throughout the statutory period for each hour worked,
18 including proper minimum wages, yet Defendants chose not to pay them in accordance thereto.

19 55. At all material times, Defendants and Does 1 through 50 were and/or are the
20 employers of Plaintiff and members of the Classes, or were persons acting on behalf of said
21 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
22 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
23 Labor Code regulating hours and days of work respectively.

24 56. At all relevant times, Defendants failed to pay all wages to which Plaintiff and
25 members of the Classes were entitled, thereby receiving an economic benefit.

26 57. As a result of Defendants' wrongful conduct, Plaintiff and members of the Classes
27 have been damaged in amounts to be proven at trial.

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58. Plaintiff, on behalf of himself, and members of the Classes, seeks recovery of all unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs of suit, pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(Labor Code §§ 1194, 1194.2, 1197; IWC Wage Order § 4)

(Against All Defendants)

59. Plaintiff incorporates the preceding paragraphs of the Class and Representative Action Complaint as if fully alleged herein.

60. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

61. As a result of Defendants' uniform policies or practices described herein above, Plaintiff and members of the Classes were required to perform off-the-clock work that Defendants either knew or should have known they were performing.

62. At all times relevant herein, Defendants were required to properly pay Plaintiff and members of the Classes for all overtime hours worked pursuant to California Labor Code § 1194 and applicable Wage Orders. Section 3 of the Wage Order requires an employer to pay an employee “one and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Section 3 further requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each work day and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of the Classes at one and one-half times their regular rate of pay for such hours worked.

63. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform security checkpoint

1 policies/procedures, which resulted in these individuals not being paid for all hours actually
2 worked. The foregoing policies and practices are unlawful and create entitlement to recovery by
3 Plaintiff and the members of the Classes in a civil action for the unpaid amount of overtime
4 premiums owing, including interest thereon, statutory penalties, attorney's fees, and costs of suit
5 according to California Labor Code §§ 204, 510, 558, 1194, and 1198, applicable IWC Wage
6 Orders, and Code of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS**

9 (Labor Code § 226.7 and 512; IWC Wage Order § 11, 12)

10 (*Against All Defendants*)

11 64. Plaintiff incorporates the preceding paragraphs of the Class and Representative
12 Action Complaint as if fully alleged herein.

13 65. Labor Code § 226.7 requires employers, including Defendants, to provide non-
14 exempt employees with meal periods as mandated by the Industrial Welfare Commission.

15 66. Labor Code § 512(a), in part, provides that employers, including Defendants, may
16 not employ an employee for a work period of more than five hours per day without providing an
17 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes, except
18 that if the total work period per day of the employee is no more than six hours, the meal period may
19 be waived by mutual consent of both the employer and the employee. Employers may not employ
20 an employee for a work period more than 10 hours per day without providing the employee with a
21 second meal period of not less than 30 minutes.

22 67. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
23 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
24 compensation for each meal period that is missed.

25 68. At all relevant times herein, Plaintiff and members of the Classes were denied the
26 30-minute off-duty meal periods to which they were entitled.

27 69. As detailed herein above, as a result of Defendants' security checkpoint
28 policies/procedures, Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage

1 Order every pay period with respect to Plaintiff and the Classes because Plaintiff and the Classes
2 were not provided with all mandatory meal periods, and Defendants failed to pay Plaintiff and the
3 Classes one additional hour of compensation in lieu thereof.

4 70. At all relevant times herein, Defendants failed to provide Plaintiff and the Classes all
5 mandated meal periods and failed to pay wage premiums in lieu of mandated meal periods, thereby
6 receiving an economic benefit.

7 71. On information and belief, Plaintiff and the Classes did not voluntarily or willfully
8 waive the mandated meal periods. Any expressed or implied waivers obtained from Plaintiff and
9 the Classes were not willfully obtained, were not voluntarily agreed to, were a condition of
10 employment, or were a part of a contract of unlawful adhesion. Defendants did not permit or
11 authorize Plaintiff and the Classes to take meal periods in accordance with California law.

12 72. By their failure to provide Plaintiff and the Classes with meal periods as required by
13 California law, and failing to pay one hour of additional wages in lieu of each meal period not
14 provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and applicable IWC Wage
15 Order. Accordingly, Defendants are liable for one hour of additional wages at the employee's
16 regular rate of compensation for each work day that a meal period and/or paid rest break was not
17 lawfully provided in an amount to be proven at time of trial.

18 73. Additionally, as a direct result of Defendants' violations of Labor Code §§ 226.7 and
19 512, and applicable IWC Wage Orders, Defendants, and each of them, are liable to Plaintiff and the
20 Classes for unpaid wage premiums, penalties, costs, and interest.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST BREAKS**

23 (Labor Code § 226.7 and 512; IWC Wage Order § 12)

24 (*Against All Defendants*)

25 74. Plaintiff incorporates the preceding paragraphs of the Class and Representative
26 Action Complaint as if fully alleged herein.

27 75. Labor Code § 226.7 requires employers, including Defendants, to provide rest breaks
28 to its non-exempt employees as mandated by Order of the Industrial Welfare Commission.

1 76. IWC Wage Order § 12 states, in part, that every employer shall authorize and permit
2 all employees to take rest periods, which insofar as practicable shall be in the middle of each work
3 period. Employees shall receive a 10-minute rest period every four hours or major fraction thereof
4 that they are required to work. Authorized rest period time shall be counted, as hours worked, for
5 which there shall be no deduction from wages.

6 77. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable IWC Wage
7 Orders, Defendants shall pay Plaintiff one additional hour of pay at his regular rate of compensation
8 for each day that the rest period is not provided.

9 78. As a result of Defendants' security policies/procedures as described herein,
10 Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage Orders every pay
11 period with respect to Plaintiff and the Classes because Plaintiff and the Classes were not provided
12 with all mandatory rest periods and Defendants failed to pay Plaintiff and the Classes one additional
13 hour of compensation in lieu thereof.

14 79. At all relevant times herein, Defendants failed to provide Plaintiff and the Classes all
15 mandated rest breaks and failed to pay wage premiums in lieu of mandated rest periods, thereby
16 receiving an economic benefit.

17 80. By their failure to provide Plaintiff and the Classes with rest breaks as required by
18 California law, and failing to pay one hour of additional wages in lieu of each rest break not
19 provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and applicable IWC Wage
20 Order § 12. Accordingly, Defendants are liable for one hour of additional wages at the employee's
21 regular rate of compensation for each work day that a paid rest break was not lawfully provided in
22 an amount to be proven at time of trial.

23 81. Additionally, as a direct result of Defendants' violations of Labor Code §§ 226.7 and
24 512, and applicable IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiff and
25 Classes for unpaid wage premiums, penalties, costs, and interest.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code § 201 – 203)

4 (*Against All Defendants*)

5 82. Plaintiff incorporates the preceding paragraphs of the Class and Representative
6 Action Complaint as if fully alleged herein.

7 83. Labor Code § 201 requires that the employer immediately pay any wages, without
8 abatement or reduction, to any employee who is discharged.

9 84. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
10 without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to
11 quit or immediately at the time of quitting if at least a 72-hour notice was provided.

12 85. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
13 penalty from the due date thereof at the same rate until paid or until an action therefore is
14 commenced, but the wages shall not continue for more than thirty (30) days.

15 86. At all relevant times here, Defendants did not provide Plaintiff and the Waiting Time
16 Penalty Class with all wages due and owing upon separation of employment, including, but not
17 limited to, minimum and overtime wages, as well as meal and rest period premiums, within the time
18 specified by Labor Code §§ 201 – 203.

19 87. Plaintiff alleges that, at all times material to this action, Defendants had a pattern and
20 practice of failing to timely pay to Plaintiff and the Waiting Time Penalty Class all wages due and
21 owing upon separation of employment as required by Labor Code §§ 201 and 202. Consequently,
22 pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting Time Penalty Class the
23 above-described waiting time penalty, all in an amount to be shown according to proof at trial and
24 within the jurisdiction of this Court.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 (Labor Code § 226)

4 (*Against All Defendants*)

5 88. Plaintiff incorporates the preceding paragraphs of the Class and Representative
6 Action Complaint as if fully alleged herein.

7 89. Labor Code § 226(a) requires that employers furnish its employees with written
8 itemized wage statements, semimonthly or at the time of each payment of wages, that show the
9 gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
10 rates in effect during the pay period and the corresponding number of hours worked at each hourly
11 rate by the employee.

12 90. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
13 and the Classes because Defendants failed to provide a wage statement to Plaintiff and the Classes
14 that complied with the requirements of Labor Code § 226(a) by failing to accurately state gross
15 wages earned, failure to accurately state total hours worked, failure to accurately state all
16 deductions, failure to accurately state net wages earned, and failure to state all applicable hourly
17 rates in effect during the pay period and the corresponding number of hours at each hourly rate by
18 the employee.

19 91. Defendants' failure to provide the required writing deprived Plaintiff and the Classes
20 of the ability to know, understand, and question the calculation and rate of pay and hours used to
21 calculate the wages paid by Defendants. Therefore, Plaintiff and the Classes had no way to dispute
22 the resulting miscalculation of wages, all of which resulted in an unjustified economic enrichment
23 to said Defendants. As a direct result, Plaintiff and the Classes have suffered and continue to suffer,
24 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
25 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under
26 state law, all to their respective damages in amounts according to proof at trial.

27 92. As a result of Defendants' knowing and intentional failure to comply with Labor
28 Code § 226(a), Plaintiff and the Classes have suffered an injury in that each was prevented from

1 knowing, understanding and disputing the wage payments paid to them. Furthermore, Plaintiff and
2 the Classes have each suffered an injury in that the failure to show all wages earned on the itemized
3 wage statements resulted in Plaintiff and the Classes being denied all necessary deductions,
4 payments, and withholdings owed by the employer, including, but not limited to, the failure to
5 make all necessary contributions for unemployment benefits, social security benefits, proper
6 payment of taxes and withholdings, and other mandated state and federal benefits.

7 93. Plaintiff has also been injured as a result of having to bring this action to attempt to
8 obtain correct wage information following Defendants' refusal to comply with many of the
9 mandates of California's Labor Code and related laws and regulations.

10 94. Labor Code § 226(e) requires said Defendants to pay the greater of all actual
11 damages or fifty dollars (\$50.00) per employee for the initial pay period in which a violation
12 occurred, and one hundred dollars (\$100.00) per employee for each violation in subsequent pay
13 periods, plus attorney's fees and costs, to Plaintiff and the Classes who were injured by Defendants'
14 failure to comply with Labor Code § 226(a). The exact amount of the applicable penalty is all in an
15 amount to be shown according to proof at trial.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR AND UNLAWFUL COMPETITION**

18 (Business and Professions Code § 17200 *et seq.*)

19 (*Against All Defendants*)

20 95. Plaintiff incorporates the preceding paragraphs of the Class and Representative
21 Action Complaint as if fully alleged herein.

22 96. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
23 competition, which includes any "unlawful, unfair or fraudulent business act or practice." Plaintiff
24 and the Classes have suffered and continue to suffer injuries in fact, due to the unfair and unlawful
25 business practices of Defendants as alleged herein.

26 97. Defendants, and each of them, are "persons" as defined under Business &
27 Professions Code § 17021.

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1 98. As alleged herein, Defendants engaged in conduct that violated California's wage
2 and hour laws, including failure to pay minimum and overtime wages, failure to provide mandated
3 meal periods and rest breaks, and failure to timely pay final wages, all in order to decrease their
4 costs and increase their profits.

5 99. At all times relevant herein, Defendants did not pay Plaintiff and the Classes wages
6 and monies and other financial obligations to which they were entitled.

7 100. As a result of Defendants' failure to comply with the Labor Code and IWC Orders,
8 the members of the Classes, including Plaintiff, suffered a loss of wages and monies, all in an
9 amount to be shown according to proof at trial. Defendants' ongoing violations of the foregoing
10 statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

11 101. Defendants' violations of the California Labor Code and IWC Wage Orders and its
12 scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business practices
13 because it was done in a systematic manner over a period of time to the detriment of the Plaintiff
14 and all others similarly-situated.

15 102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
16 unlawful, and harmful to Plaintiff, members of the Classes, and to the general public. Plaintiff
17 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
18 Procedure § 1021.5.

19 103. A violation of California Business & Professions Code § 17200, *et seq.* may be
20 predicated on the violation of any state or federal law. All of the acts described herein as violations
21 of, among other things, the California Labor Code and IWC Wage Orders, are unlawful and in
22 violation of public policy, and in addition are immoral, unethical, oppressive, fraudulent and
23 unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in
24 violation of California Business and Professions Code §§ 17200, *et seq.*

25 104. Plaintiff, individually, and on behalf of the Classes, has no plain, speedy, and/or
26 adequate remedy at law to redress the injuries which she has suffered as a consequence of
27 Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair,
28 unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf

1 of the Classes, has suffered and will continue to suffer irreparable harm unless Defendants, and
2 each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
3 business practices.

4 105. Plaintiff, individually, and on behalf of the Classes, is entitled to, and does seek such
5 relief as may be necessary to disgorge the profits which Defendants have acquired, or of which
6 Plaintiff and the Classes have been deprived, by means of the above-described unfair, unlawful
7 and/or fraudulent business practices. Plaintiff and the Classes are not obligated to establish
8 individual knowledge of the unfair practices of Defendants in order to recover restitution.

9 106. Plaintiff, individually, and on behalf of the Classes, is further entitled to and does
10 seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent,
11 and injunctive relief restraining Defendants, and each of them, from engaging in any of the above-
12 described unfair, unlawful and/or fraudulent business practices in the future.

13 107. Pursuant to Business & Professions Code §§ 17200, *et seq.*, Plaintiff and the Classes
14 are entitled to restitution of the wages withheld and retained by Defendants during a period that
15 commences four years prior to the filing of this complaint; a permanent injunction requiring
16 Defendants to pay all outstanding wages due to Plaintiff and the Classes; an award of attorneys'
17 fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an
18 award of costs.

19 **EIGHTH CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **(AGAINST ALL DEFENDANTS)**

22 107. Plaintiff incorporates the preceding paragraphs of the Class and Representative
23 Action Complaint as if fully alleged herein.

24 108. Defendants have committed several Labor Code violations against Plaintiff and other
25 similarly aggrieved employees. Plaintiff Orlando Camp ("Plaintiff"), an "aggrieved employee"
26 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other similarly
27 aggrieved employees, brings this representative action against Defendants to recover the civil
28 penalties due to Plaintiff, other similarly aggrieved employees, and the State of California

1 according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100
2 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for
3 those violations of the Labor Code for which no civil penalty is specifically provided based on the
4 following Labor Code violations:

5 a. Failing to pay Plaintiff and other similarly aggrieved employees for all hours worked,
6 including all minimum and overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197,
7 1198, and 1182.12;

8 b. Failing to provide Plaintiff and other similarly aggrieved employees with all of their
9 statutorily mandated meal periods or compensation in lieu thereof in violation of Labor Code §§
10 204, 510, 558, 1194 and 1198;

11 c. Failing to authorize and permit Plaintiff and other similarly aggrieved employees with
12 all of their statutorily mandated rest periods or compensation in lieu thereof in violation of Labor
13 Code §§ 226.7, and 516;

14 d. Failing to furnish Plaintiff and other similarly situated employees with complete,
15 accurate, itemized wage statements in violations of Labor Code § 226;

16 e. Failing to timely compensate Plaintiff and similarly aggrieved employees with all
17 earnings at their separation of employment in violation of Labor Code §§ 201-203; and

18 f. Failing to maintain accurate records on behalf of Plaintiff and similarly aggrieved
19 employees in violation of Labor Code § 1174.

20 109. On or about February 8, 2021, Plaintiff Orland Camp (“Plaintiff”) notified
21 Defendant Matson Logistics Warehousing, Inc. (“Defendant”), and the California Labor and
22 Workforce Development Agency (“LWDA”) via email of Defendant’s violations of the California
23 Labor Code § 2698 *et seq.*, with respect to violations of the California Labor Code identified in
24 Paragraph 108 (a)-(f). Therefore, once more than sixty-five (65) days have passed since that date,
25 Plaintiff will have fully satisfied the administrative prerequisites to suit under the PAGA and this
26 Complaint will be deemed amended to include the PAGA allegations enumerated below. Once this
27 occurs, Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor
28 Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by PAGA through

1 a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior*
2 *Court* (2009) 46 Cal. 4th 969. Plaintiff is not required to, nor does he, seek class certification of the
3 PAGA claims under Code of Civil Procedure § 382.

4 110. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
6 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys' fees and costs, which
7 he is entitled to receive under California Labor Code § 2699.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiff, on behalf of himself, and all others similarly situated, prays for
10 judgment and relief against Defendants, jointly and severally, as follows:

- 11 1. That the First through Seventh Causes of Action be certified as a class action;
- 12 2. That Plaintiff be appointed as Class Representative;
- 13 3. That counsels for Plaintiff be appointed Class Counsel;
- 14 4. For all applicable statutory penalties recoverable under the First through Seventh
15 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
16 Orders of the applicable Industrial Welfare Commission Wage Orders;
- 17 5. For reasonable attorneys' fees, costs of suit, and interest under the First through
18 Seventh Causes of Action to the extent permitted by law, including those pursuant to the Labor
19 Code;
- 20 6. For injunctive relief and/or restitution as provided by the Labor Code and Business
21 and Professions Code § 17200, *et seq.*;
- 22 7. For a declaratory judgment that Defendants have violated Labor Code §§ 200, 201,
23 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1197, and among other
24 sections inadvertently omitted;
- 25 8. For an award of damages in the amount of unpaid compensation including, but not
26 limited to, unpaid wages, benefits, and penalties according to proof, including interest thereon;
- 27 9. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other similarly
28 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699

1 (a) and (f), including, but not limited to (1) \$100.00 for each initial violation and (2) \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided;

4 10. For pre- and post-judgment interest; and

5 11. For such other relief as the Court deems just and proper.

6 **DEMAND FOR JURY TRIAL**

7 **WHEREFORE**, Plaintiff, on behalf of himself and all others similarly situated, hereby
8 demands a jury trial as to the First through Seventh Causes of Action pled herein.

9 Dated: February 8, 2021

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

10
11
12 By: _____

Joshua S. Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

EXHIBIT “A”

4.0 SCHEDULE CHANGES

A Schedule Change Form must be submitted to your supervisor or manager prior to any change in schedule. Employees must have schedule changes approved by their supervisor or manager at least one full day prior to the requested date of the change. Business needs will be the determining factor for approval of schedule changes. This is for temporary schedule changes of no more than 30 days. If there is a permanent change desired employees will need to apply for a permanent transfer if a position is available.

Employees must complete a Request for Time Off Form if they need to leave work early due to illness, doctor's appointment, personal reasons, etc. The form must be signed by the employee's supervisor or manager prior to leaving the facility that shift. If the immediate supervisor is not available, the employee should contact another manager or HR Site Representative before leaving the facility that shift.

5.0 LUNCH & BREAKS

Lunch and breaks begin and end in your work area. There is **no** time allotted for travel to and from break areas.

- Each employee is required to take one 30-minute unpaid Lunch within the first five hours of work in the normal 8-hour workday.
- Each employee is required to take two 15-minute paid Breaks in their normal 8-hour workday.
- Breaks and Lunchtime may **not** be used to leave earlier than the scheduled end of your shift.
- Lunch and Breaks in the warehouse should be taken in designated break areas, **not** in the work area.
- **Employees may not leave Company premises while on their 15-minute break.**

Food and/or drink is **NOT** allowed to be consumed in the warehouse unless in a designated area or provided by the Company (i.e. water)

Breaks for alternate work schedules (i.e. 12 hr shifts) will be determined by local management and be communicated to affected employees.

Lunch and breaks will meet all state, federal and local laws and regulations.