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County of Riverside

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

SERGIO ENRIQUEZ JR., on behalf of himself
and all others similarly situated;

Plaintiff,

v.

SHIPBOB, INC., a Delaware Corporation; and
DOES 1 through 50, inclusive;

Defendants.

Case No.: CVRI2101452

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

1. FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);
2. FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194 AND 1198);
3. FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7 AND 512);
4. FAILURE TO PROVIDE REST PERIODS (LABOR CODE §§ 226.7 AND 516);
5. FAILURE TO PAY DUE WAGES AT TERMINATION (LABOR CODE §§ 201-203);
6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226a);
7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*; and
8. CIVIL PENALTIES UNDER THE

DEMAND FOR JURY TRIAL

Plaintiff Sergio Enriquez (“Plaintiff”), on behalf of himself, and all others similarly situated complains and alleges as follows:

COMMON FACTUAL ALLEGATIONS

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

2. Defendants are a technology company that fulfill e-commerce orders for direct-to-consumer brands. As an end-to-end fulfillment solution, Defendants provide warehousing and package delivery in 1-2 business days, with a network of fulfillment centers across the United States and in California. Defendants employ hundreds of non-exempt employees in its 185,000 square foot facility in Moreno Valley, California.

3. Plaintiff was employed by Defendants as a non-exempt fulfillment center employee from approximately November 2, 2020 until his termination on or about December 3, 2020. Plaintiff and other similarly situated non-exempt employees were employed as fulfillment center employees in California. At all relevant times, Plaintiff and hundreds of other non-exempt employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40 hours in a workweek.

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

5. At all relevant times, Defendants had and continue to have a uniform

1 practice/policy of requiring Plaintiff and other non-exempt employees to several minutes waiting
2 in line to use Defendants' time recording machines, which were I-Pads, in order to clock in for the
3 day. Upon information and belief, Defendants only made available a limited number of I-Pads to
4 the numerous non-exempt employees, including Plaintiff, who were required to wait in line for
5 several minutes every day in line before clocking in at the Moreno Valley, California facility.

6 6. As a result of Defendants' uniform clock-in procedures/practices, Plaintiff and
7 other similarly situated non-exempt employees were not fully compensated for all hours they were
8 waiting in line to clock-in and thus, subject to the control of Defendants. As such, Defendants
9 have systematically failed to pay Plaintiff and other non-exempt employees for all minimum and
10 overtime wages due. Defendants have no valid defense to this claim given the California Supreme
11 Court's recent unanimous decision in *Frlekin v. Apple, Inc.* (Feb. 13, 2020) S243805 at *23, which
12 held that employees "must be paid" during security checks since "it is clear that [employees] are
13 subject to [the employer's] control while awaiting, and during, [the] exit searches."

14 7. Moreover, at all relevant times, Plaintiff and other non-exempt employees were
15 denied 30-minute off-duty meal periods as mandated by California law. Defendants provided
16 Plaintiff and other non-exempt employees with exactly 30 minutes for meal periods, but the 30-
17 minute period was inclusive of the time it took to walk to the break area, leave the premises, and
18 also the time it took to wait in line to clock-in at the end of the meal periods. Due to Defendants'
19 clock-in practices/procedures, there were often long lines to clock out and back in after meal
20 periods. As a result, Plaintiff and other non-exempt employees would routinely need to get in line
21 prior to taking the full 30-minutes to be clocked in by the end of the 30-minute period. Indeed, if
22 Plaintiff and other non-exempt employees left the facility for a meal period, they were subjected to
23 the same clock-in practices/procedures, which required them to again wait in line enter the facility
24 to clock-in at the end of the meal period. The practical effect of Defendants' clock-in
25 practices/procedures often resulted in Plaintiff and other non-exempt employees staying on the
26 premises and otherwise not exercising their right to leave the facility, as doing so would further
27 shorten the length of their meal periods. As such, Plaintiff and other non-exempt employees were
28 regularly not provided with full 30-minute meal periods as required by California law.

1 8. Additionally, at all relevant times, when Plaintiff and other non-exempt employees
2 worked in excess of 10.0 hours in a shift, they were not allowed and permitted to take a mandated
3 and timely second meal period before the end of the tenth hour of work.

4 9. Moreover, Plaintiff and other non-exempt employees were not provided meal
5 period premiums for their missed or non-complaint meal periods. Accordingly, due to Defendants'
6 uniform meal period policies/practices, Plaintiff and other non-exempt employees were regularly
7 denied legally complaint meal periods in violation of Labor Code 226.7, 510, 516, and applicable
8 IWC Wage Orders.

9 10. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were
10 not provided with 10 minutes of net rest period time for every 4 hours worked, or major fraction
11 thereof as mandated by California law. Specifically, on occasions when Plaintiff and other non-
12 exempt employees worked in excess of 10.0 hours in a shift, Defendants failed to authorize and/or
13 permit a third mandated rest break. Moreover, Plaintiff and other non-exempt employees were not
14 provided rest period premiums for their missed or non-compliant rest breaks. Accordingly, due to
15 Defendants' uniform rest period policies/practices, Plaintiff and other non-exempt employees were
16 also regularly denied legally complaint rest breaks in violation of Labor Code 226.7, 512, and
17 applicable IWC Wage Orders.

18 11. Moreover, at all relevant times, Plaintiff and other non-exempt employees worked
19 regular shifts that lasted longer than 8.0 hours in a workday and resulted in Plaintiff and other non-
20 exempt employees regularly working more than 40.0 hours in a workweek. However, at all
21 relevant times, Plaintiff and other non-exempt employees were not properly paid at the correct
22 overtime rate for all overtime hours worked due to Defendants' uniform failure to include all
23 forms of compensation/renumeration, including, but not limited to, non-discretionary
24 compensation like "Hazard Dif," attendance bonuses, referral and other bonuses in calculating the
25 regular rate of pay for purposes of overtime compensation.

26 12. Under the California Labor Code (as well as the FLSA), courts have held that
27 regularly paid non-discretionary Shift Premium Pay/Bonuses must be included in determining an
28 employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The*

1 *Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
2 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435
3 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiffs under
4 California and federal law on the grounds, that Defendants improperly calculated overtime by
5 excluding annual bonuses paid to employees from the “regular rate of compensation”].)

6 13. At all relevant times, Defendants consistently paid Plaintiff and other non-exempt
7 employees “Hazard Dif” pay, attendance/referral bonuses and other non-discretionary bonus
8 payments as well as overtime pay, however these forms of compensation were uniformly omitted
9 when calculating non-exempt employees’ regular rate of pay for overtime purposes. Attached
10 hereto as **Exhibit A** is a true and correct copy of Plaintiff wage statement indicating “Hazard Pay”
11 and an inadequate and unlawful overtime rate.

12 14. Labor Code § 510 requires an employer to compensate an employee who works
13 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
14 (8) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the
15 regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees
16 at no less than twice the regular rate of pay when an employee works more than twelve (12) hours
17 in a workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to
18 Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than
19 eight (8) hours in any workday or more than 40 hours in any workweek unless the employee
20 receives one and one-half (11/2) times such employee’s regular rate of pay for all hours worked
21 over 40 hours in the workweek.

22 15. By their policy of requiring Plaintiff and other non-exempt employees to work in
23 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
24 compensating them at the rate of one-half (11/2) their regular rate of pay, Defendants willfully
25 violated the provisions of Labor Code § 510 and the applicable Wage Orders.

26 16. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
27 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
28 restitution of wages, and liquidated damages as follows: (1) for any initial violation that is

1 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
2 period for which the employee is underpaid. . . [and] (2) [f]or each subsequent violation for the
3 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period for which the employee is underpaid regardless of whether the initial violation is
5 intentionally committed.

6 17. As set forth above, Defendants failed to compensate Plaintiff and other non-exempt
7 employees for all overtime wages at the proper overtime rates by failing to include all forms of
8 compensation/renumeration when calculating the regular rate of pay used in overtime calculations.
9 As a result of this practice, Plaintiff and other non-exempt employees are not compensated at the
10 appropriate premium overtime rate for all overtime hours that they work in violation of Labor
11 Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders. Accordingly, to the
12 extent permitted by law, Plaintiff and other non-exempt employees are entitled to recover
13 liquidated damages for violations of Labor Code § 1197.1.

14 18. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees
15 for all hours they were subject to the control of Defendants, failure to adequately compensate non-
16 exempt employees at the appropriate legal overtime rate, and failure to pay meal/rest period
17 premiums for missed/non-compliant meal and rest periods, Defendants issued wage statements
18 which failed to accurately identify the gross wages earned, the total hours worked, the net wages
19 earned, and the correct corresponding number of hours worked at each hourly rate by the
20 employee, in violation of Labor Code §226(a) (1, 2, 5, and 9).

21 19. Additionally, as to Plaintiff and other non-exempt employees, Defendants failed
22 and continue to fail to provide accurate itemized wage statements in accordance with Labor Code
23 § 226(a)(9), which obligates employers, semi-monthly or at the time of each payment to furnish an
24 itemized wage statement in writing showing, amongst other things, all applicable hourly rates in
25 effect during the pay period and the corresponding number of hours worked at each hourly rate by
26 the employee. For instance, Defendants have had a payroll practice of paying "Hazard Dif" pay in
27 a lump sum amount, but its wage statements fail to state the hourly rate and hours worked for such
28 "Hazard Pay" in violation of Labor Code § 226(a)(9). (See **Exhibit A**). Plaintiff is informed and

1 believes that Defendants uniformly deceived Plaintiff and other non-exempt employees through
2 their wage statements, which failed to include the actual applicable hourly rates in effect and
3 required information about “Hazard pay” as there was no way to determine the applicable rate and
4 hours worked from the four corners of the wage statement.

5 20. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
6 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
7 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
8 for each violation in a subsequent citation, for which the employer fails to provide the employee a
9 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

10 21. Thus, for the violations of Labor Code section 226 described above, Plaintiff and
11 other non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s
12 violations of Labor Code § 226(a). As such, the wage statements Defendant issued to Plaintiff and
13 other non-exempt employees are in violation of Labor Code § 226 (a)(9). Defendants have
14 violated Labor Code §226(a)(9) with respect to Plaintiff and other non-exempt employees.
15 Consequently, because Defendant failed to comply with Labor Code § 226(a) and applicable
16 Wage Orders, Plaintiff and other non-exempt employees would be entitled to recover penalties
17 under Labor Code §§ 226(e).

18 22. As a further result of Defendants’ Labor Code violations as alleged herein,
19 Defendants also failed to pay Plaintiff and other non-exempt employees all wages that were due
20 and owing (including all minimum and overtime wages owed, and all meal and rest period
21 premiums) within the required time following the end of their employment in accordance with
22 Labor Code §§ 201-203. As a result, Plaintiff and other non-exempt employees who left their
23 employ are entitled to 30 days of wages as a “waiting time penalty.”

24 23. Plaintiff alleges that Defendants’ violations of the wage and hour components of
25 the California Labor Code and applicable IWC Wage Orders enabled it to decrease expenses and
26 to increase its level of productivity and profits, thereby allowing Defendants to gain an unfair
27 advantage over its competitors.

24. Plaintiff brings this lawsuit seeking declaratory, injunctive, equitable, and monetary relief against Defendants and each of them, on behalf of herself and other similarly situated non-exempt employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs and expenses pursuant to California Labor Code §§ 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1194, and 1194.2, among possibly other sections inadvertently omitted. Plaintiff also reserves the right to name additional representatives throughout the State of California.

JURISDICTION

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

VENUE

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

PARTIES

Plaintiff

27. Plaintiff and Class Representative Consuelo Sergio Enriquez Jr. was employed by Defendants from approximately November 2, 2020 until his termination on or about December 3, 2021.

Defendants

28. Plaintiff is informed and believes and thereon alleges that Defendant ShipBob, Inc., is a Delaware corporation authorized to and doing business in San Bernardino County, California, and is and/or was the legal employer of Plaintiff and other similarly situated non-exempt employees during the applicable statutory periods.

29. Plaintiff is ignorant of the true names, capacities, relationships, and extent of

1 participation in the conduct herein alleged, of Defendants sued herein as Does 1 through 50,
2 inclusive, but on information and belief allege that those Defendants are legally responsible for the
3 payment of penalties and damages to Plaintiff and other similarly situated non-exempt employees
4 by virtue of Defendants' unlawful actions and practices and therefore sues these Defendants by
5 such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities
6 of the Doe Defendants when ascertained.

7 30. Plaintiff also alleges that she and other similarly situated non-exempt employees
8 worked under the joint direction and control of Defendants and that Defendants, and each of them,
9 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
10 scheme, business plan or policy in all respect pertinent hereto, and the acts of each Defendant are
11 legally attributable to the other Defendants. On information and belief, a unity of interest and
12 ownership between each Defendant exists such that all Defendants acted as a single employer of
13 Plaintiff and other similarly situated non-exempt employees.

14 31. Furthermore, on information and belief, Defendants are an integrated enterprise and
15 should be treated as a single employer because Defendants share an interrelation of operations,
16 with common human resources and personnel policies and shared common offices and facilities.
17 Upon information and belief, Defendants share common management, a centralized control of
18 labor operations, and common ownership or financial control.

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

1 33. Plaintiff also alleges that the Defendants sued herein as Does 11-50 and certain
2 Defendants are the agents, servants, employees, partners, affiliates, and/or representatives of each
3 other, and were, at all times herein mentioned, acting within the course, scope, and purpose of
4 such relationship(s) and with the knowledge, consent and/or ratification of each other.
5 Furthermore, in conducting themselves in the manner described herein, the Defendants sued herein
6 as Does 11-50 and certain Defendants were acting in active concert with on another such that the
7 acts of each were fully attributable to the other in all material respects. Plaintiff also alleges that
8 certain Defendants were merely the alter ego of the Defendants sued herein as Does 11-50 in that
9 there existed a unity of interest and ownership such that any separateness between them ceased to
10 exist and the Defendants sued herein as Does 11-50 exercised undue dominance, control,
11 influence, and management over certain Defendants. Plaintiff further alleges that, at all relevant
12 times, certain Defendants have been inadequately capitalized to conduct business, have failed to
13 follow appropriate corporate formalities, and have simply been a shell and instrumentality through
14 which the Defendants sued herein as Does 11-50 have conducted their personal affairs.
15 Accordingly, the corporate veil should be pierced, and any liability attached to certain Defendants
16 should be imposed jointly and severally against the Defendants sued herein as Does 11-50.
17 Adherence to the fiction of the separate existence of these corporate entities would permit abuse of
18 the corporate privilege, thereby sanctioning fraud and promoting injustice.

19 **CLASS ACTION ALLEGATIONS**

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

22 35. Plaintiff brings this action on behalf of herself and all others similarly situated as a
23 class action pursuant to Code of Civil Procedure § 382.

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

27 37. The Classes that Plaintiff seeks to represent are defined as follows:

28 (1) All current and former non-exempt employees employed by Defendants

1 in California at any time during the Relevant Time Period. (“Facility
2 Class”)

3 (2) All current and former non-exempt employees employed by Defendants
4 in California, and who worked overtime hours and earned additional
5 non-discretionary remuneration/compensation at any time during the
6 Relevant Time Period. (“Overtime Regular Rate Class”)

7 (3) All current and former non-exempt employees employed by Defendants
8 in California, and who worked overtime hours and earned Hazard Pay
9 during one year prior to the filing of this Complaint and ending when
10 final judgment is entered. (“Wage Statement Class”)

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

16 38. Plaintiff reserves the right to amend or modify the class descriptions with greater
17 specificity or further division into subclasses or limitation to particular issues as appropriate.

18 39. Plaintiff, as Class Representative, is a member of the Classes that she seeks to
19 represent.

20 40. This action has been brought and may properly be maintained as a class action
21 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
22 litigation and the proposed class is easily ascertainable from Defendants’ personnel and payroll
23 records.

24 41. **Numerosity:** The potential members of the Classes as defined are so numerous that
25 a joinder of all similarly situated non-exempt employees is impracticable. Although the exact
26 number is currently unknown to Plaintiff, this information is easily ascertainable from Defendants’
27 payroll and personnel records.

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

i. Whether Defendants violated the California Labor Code and applicable
IWC Wage Orders by failing to pay wages to Plaintiff and the Classes for all hours worked,

1 including minimum and overtime wages;

2 ii. Whether Defendants violated the California Labor Code and applicable
3 IWC Wage Orders by failing to account for all non-discretionary compensation/renumeration in
4 calculating the regular rate of pay for overtime purposes;

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

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

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

16 vi. Whether Defendants violated the California Labor Code by failing to
17 provide Plaintiff and the Classes with complete, accurate, itemized wage statements;

18 vii. Whether Defendants violated California Business & Professions Code §§
19 17200 *et seq.* due to the: failure to pay minimum and overtime wages; failure to provide mandated
20 meal periods; failure to provide mandated paid rest breaks; and failure to timely pay final wages;

21 viii. Whether Defendants violated § 17200 *et seq.* of the California Business and
22 Professions Code and, without limitation, California Labor Code §§ 201, 202, 203, 204, 208, 210,
23 218.6, 226, 226.3, 226.7, 256, 510, 512, 1194, 1194.2, and 1197, among possibly other sections
24 inadvertently omitted, and the applicable IWC Wage Orders, which violations constitute false,
25 fraudulent, unlawful, unfair and deceptive business practices; and

26 ix. Whether Plaintiff and the Classes are entitled to equitable relief pursuant to
27 California Business & Professions Code §§ 17200 *et seq.*

28 43. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the claims

1 of the Classes. Plaintiff, like other members of the Classes, was subjected to Defendants' ongoing
2 Labor Code and Wage Order violations including pertaining to the failure to pay minimum and
3 overtime wages at the appropriate legal rate, failure to provide mandated meal periods, failure to
4 provide mandated paid rest breaks, failure to timely pay final wages, and failure to provide
5 accurate itemized wage statements.

6 44. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly and
7 adequately represent and protect the interests of the Classes. Plaintiff's interests are not in conflict
8 with those of the Classes. Class Representatives' counsel are competent and experienced in
9 litigating large employment class actions and other complex litigation matters, including cases like
10 this case.

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

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

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

22 (*Against All Defendants*)

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

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

28 48. Consequently, Defendants violated California Labor Code laws and minimum

1 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, applicable IWC Wage Orders, § 4,
2 and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

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

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

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

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

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

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

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES**

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

25 (*Against All Defendants*)

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

28 56. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,

1 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
2 overtime hours worked and provide a private right of action for the failure to pay all overtime
3 compensation for overtime work performed.

4 57. As a result of Defendants' uniform policies or practices described herein above,
5 Plaintiff and members of the Classes were required to perform off-the-clock work that Defendants
6 either knew or should have known they were performing. In addition, as further described above,
7 Defendants failed to pay for all overtime hours worked at the appropriate premium rate due to its
8 uniform failure to include all forms of compensation/renumeration in calculating the regular rate of
9 pay for purposes of overtime pay.

10 58. At all times relevant herein, Defendants were required to properly pay Plaintiff and
11 members of the Classes for all overtime hours worked pursuant to California Labor Code § 1194
12 and applicable Wage Orders. Section 3 of the Wage Order requires an employer to pay an
13 employee "one and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of
14 8 hours per workday and/or in excess of 40 hours of work in the workweek. Section 3 further
15 requires an employer to pay an employee double the employee's regular rate of pay for work in
16 excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh
17 consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff to work
18 overtime hours but did not compensate Plaintiff or members of the Classes at one and one-half
19 times their regular rate of pay for such hours worked.

20 59. Defendants failed to conform their pay practices to the requirements of the law.
21 This unlawful conduct includes but is not limited to Defendants' uniform clock-in
22 policies/procedures, which resulted in these individuals not being paid for all hours actually
23 worked and Defendants' uniform failure to pay for all overtime hours worked at the appropriate
24 premium rate. The foregoing policies and practices are unlawful and create entitlement to recovery
25 by Plaintiff and the members of the Classes in a civil action for the unpaid amount of overtime
26 premiums owing, including interest thereon, statutory penalties, attorney's fees, and costs of suit
27 according to California Labor Code §§ 204, 510, 558, 1194, and 1198, applicable IWC Wage
28 Orders, and Code of Civil Procedure § 1021.5.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

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

4 (*Against All Defendants*)

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

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

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

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

19 64. At all relevant times herein, Plaintiff and members of the Classes were denied the
20 legally complaint 30-minute off-duty meal periods to which they were entitled.

21 65. As detailed herein above, as a result of Defendants' clock-in policies/procedures,
22 Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage Order every pay
23 period with respect to Plaintiff and the Classes because Plaintiff and the Classes were not provided
24 with all mandatory meal periods, and Defendants failed to pay Plaintiff and the Classes one
25 additional hour of compensation in lieu thereof.

26 66. At all relevant times herein, Defendants failed to provide Plaintiff and the Classes
27 all mandated meal periods and failed to pay wage premiums in lieu of mandated meal periods,
28 thereby receiving an economic benefit.

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

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

(Against All Defendants)

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

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

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

73. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable IWC Wage

1 Orders, Defendants shall pay Plaintiff one additional hour of pay at his regular rate of
2 compensation for each day that the rest period is not provided.

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

8 75. At all relevant times herein, Defendants failed to provide Plaintiff and the Classes
9 all mandated rest breaks and failed to pay wage premiums in lieu of mandated rest periods,
10 thereby receiving an economic benefit.

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

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

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY FINAL WAGES**

22 (Labor Code § 201 – 203)

23 (*Against All Defendants*)

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

26 79. Labor Code § 201 requires that the employer immediately pay any wages, without
27 abatement or reduction, to any employee who is discharged.

28 80. Labor Code § 202 requires that the employer pay all wages earned and unpaid,

1 without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent
2 to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

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

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

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

16 **SIXTH CAUSE OF ACTION**

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

18 (Labor Code § 226)

19 (*Against All Defendants*)

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

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

27 86. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
28 and the Classes because Defendants failed to provide a wage statement to Plaintiff and the Classes

1 that complied with the requirements of Labor Code § 226(a) by failing to accurately state gross
2 wages earned, failure to accurately state total hours worked, failure to accurately state all
3 deductions, failure to accurately state net wages earned, and failure to state all applicable hourly
4 rates in effect during the pay period and the corresponding number of hours at each hourly rate by
5 the employee.

6 87. Additionally, Defendants have a payroll practice of paying “Hazard Dif” pay in a
7 lump sum amount, but its wage statements fail to state the hourly rate and hours worked for such
8 “Hazard Pay” in violation of Labor Code § 226(a)(9).

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

17 89. As a result of Defendants’ knowing and intentional failure to comply with Labor
18 Code § 226(a), Plaintiff and the Classes have suffered an injury in that each was prevented from
19 knowing, understanding and disputing the wage payments paid to them. Furthermore, Plaintiff and
20 the Classes have each suffered an injury in that the failure to show all wages earned on the
21 itemized wage statements resulted in Plaintiff and the Classes being denied all necessary
22 deductions, payments, and withholdings owed by the employer, including, but not limited to, the
23 failure to make all necessary contributions for unemployment benefits, social security benefits,
24 proper payment of taxes and withholdings, and other mandated state and federal benefits.

25 90. Plaintiff has also been injured as a result of having to bring this action to attempt to
26 obtain correct wage information following Defendants’ refusal to comply with many of the
27 mandates of California’s Labor Code and related laws and regulations.

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

SEVENTH CAUSE OF ACTION

UNFAIR AND UNLAWFUL COMPETITION

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

(Against All Defendants)

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

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

94. Defendants, and each of them, are “persons” as defined under Business & Professions Code § 17021.

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

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

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

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

5 99. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
6 unlawful, and harmful to Plaintiff, members of the Classes, and to the general public. Plaintiff
7 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
8 Procedure § 1021.5.

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

15 101. Plaintiff, individually, and on behalf of the Classes, has no plain, speedy, and/or
16 adequate remedy at law to redress the injuries which he has suffered as a consequence of
17 Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair,
18 unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on
19 behalf of the Classes, has suffered and will continue to suffer irreparable harm unless Defendants,
20 and each of them, are restrained from continuing to engage in said unfair, unlawful and/or
21 fraudulent business practices.

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

27 103. Plaintiff, individually, and on behalf of the Classes, is further entitled to and does
28 seek a declaration that the above described business practices are unfair, unlawful and/or

1 fraudulent, and injunctive relief restraining Defendants, and each of them, from engaging in any of
2 the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

9 **EIGHTH CAUSE OF ACTION**

10 PRIVATE ATTORNEYS GENERAL ACT

11 *(AGAINST ALL DEFENDANTS)*

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

14 106. Defendants have committed several Labor Code violations against Plaintiff and
15 other similarly aggrieved employees. Plaintiff Sergio Enriquez Jr. ("Plaintiff"), an "aggrieved
16 employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other
17 similarly aggrieved employees, brings this representative action against Defendants to recover the
18 civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California
19 according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100
20 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period
21 for those violations of the Labor Code for which no civil penalty is specifically provided based on
22 the following Labor Code violations:

- 23 a. Failing to pay Plaintiff and other similarly aggrieved employees for all hours
24 worked, including all minimum and overtime wages in violation of Labor Code §§
25 204, 510, 1194, 1197, 1198, and 1182.12;
- 26 b. Failing to provide Plaintiff and other similarly aggrieved employees with all of their
27 statutorily mandated meal periods or compensation in lieu thereof in violation of
28 Labor Code §§ 204, 510, 558, 1194 and 1198;

- c. Failing to authorize and permit Plaintiff and other similarly aggrieved employees with all of their statutorily mandated rest periods or compensation in lieu thereof in violation of Labor Code §§ 226.7, and 516;
- d. Failing to furnish Plaintiff and other similarly situated employees with complete, accurate, itemized wage statements in violations of Labor Code § 226(a)(9);
- e. Failing to furnish Plaintiff and other similarly situated employees with complete, accurate, itemized wage statements in violations of Labor Code § 226(a)(1)(5)(9);
- f. Failing to timely compensate Plaintiff and similarly aggrieved employees with all earnings at their separation of employment in violation of Labor Code §§ 201-203;
- g. Failing to maintain accurate records on behalf of Plaintiff and similarly aggrieved employees in violation of Labor Code § 1174.

107. On or about March 16, 2021, Plaintiff Sergio Enriquez Jr. ("Plaintiff") notified Defendant ShipBob, Inc. ("Defendant"), and the California Labor and Workforce Development Agency ("LWDA") via email of Defendant's violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California Labor Code identified in Paragraph 106 (a)-(g). 65 days have passed since Plaintiff notified the LWDA and Defendant of these violations, and there has been no response from the LWDA. As such, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER FOR RELIEF

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

1. That the First through Seventh Causes of Action be certified as a class action;
2. That Plaintiff be appointed as a Class Representative;

3. That counsels for Plaintiff be appointed as Class Counsel;

4. For all applicable statutory penalties recoverable under the First through Seventh
s of Action to the extent permitted by law, including those pursuant to Labor Code and
of the Industrial Welfare Commission;

5. For reasonable attorneys' fees, costs of suit, and interest under the First through Ninth Causes of Action to the extent permitted by law, including those pursuant to the California Labor Code;

6. For injunctive relief and/or restitution as provided by the Labor Code and Business Professions Code § 17200, *et seq.*;

7. For a declaratory judgment that Defendants have violated Labor Code §§ 200, 201, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1197, and among others, and sections inadvertently omitted;

8. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties according to proof, including interest thereon;

9. As to the Eighth Cause of Action, for civil penalties due to Plaintiff, other similarly
 10. affected employees, and the State of California according to proof pursuant to Labor Code §
 11. (a) and (f), including, but not limited to (1) \$100.00 for each initial violation and (2) \$200 for
 12. subsequent violation per employee per pay period for those violations of the Labor Code for
 13. which no civil penalty is specifically provided;

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

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

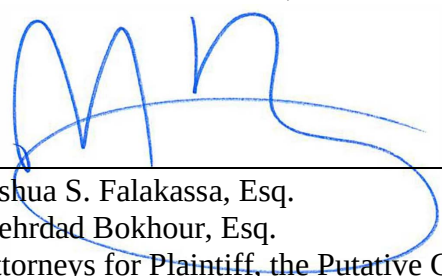
DEMAND FOR JURY TRIAL

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

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Dated: June 10, 2021

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



By: _____

Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff, the Putative Classes and
Aggrieved Employees

EXHIBIT “A”

000208
 CO. FILE DEPT. CLOCK NUMBER
 UCY 001892 100015 0025129161 1

005-0008

SHIPBOB, INC.
 120 N. RACINE AVENUE, SUITE 100
 CHICAGO, IL 60607

Filing Status: Single/Married filing separately
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: XXX-XX-2150

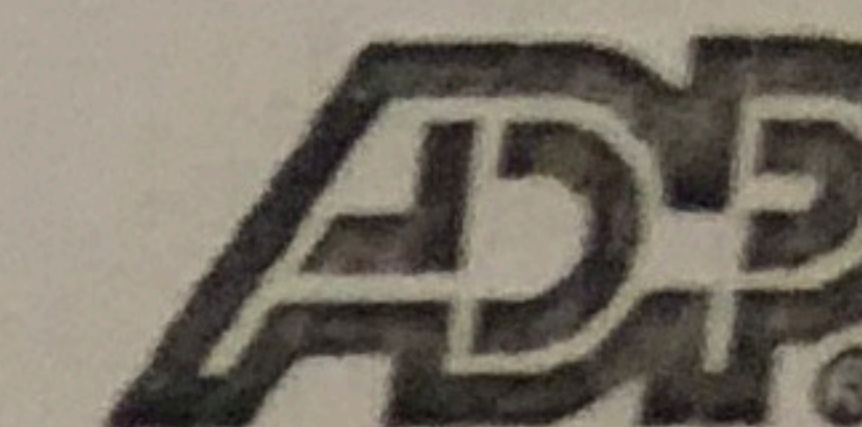
Earnings	rate	hours	this period	year to date
Regular	16.0000	31.17	498.72	962.56
Overtime	24.0000	3.37	80.88	80.88
Hazard Dif			36.23	65.22
Gross Pay			\$615.83	1,108.66

Deductions	Statutory	
	Federal Income Tax	-41.49
	Social Security Tax	-38.18
	Medicare Tax	-8.93
	CA State Income Tax	-13.56
	CA SUI/SDI Tax	-6.16
	Net Pay	\$507.51
	Net Check	\$507.51

Correction: 3.37 OT Hours for 10/31/20 - 11/06/20

Your federal taxable wages this period are \$615.83

Earnings Statement



Period Beginning: 11/07/2020
 Period Ending: 11/13/2020
 Pay Date: 11/20/2020

SERGIO ENRIQUEZ JR
 35805 NONNIE DRIVE
 WILDOMAR CA 92595

Other Benefits and Information

	this period	total to date
Max Elig/Comp	615.83	1,108.66

Important Notes

YOUR ER PHONE NUMBER IS 815-762-1342

BASIS OF PAY: HOURLY

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Single
 Exemptions/Allowances:
 CA: 0,\$1 Additional Tax

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On June 10, 2021, I served the following document(s) described as **FIRST AMENDED**
6 **CLASS & REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this
action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

7 Roger M. Mansukhani, Esq.
8 rmansukhani@grsm.com
9 Carrie A. Stringham, Esq.
10 cstringham@grsm.com
11 GORDON REES SCULLY
MANSUKHANI, LLP
633 W. 5th Street, Suite 52nd Floor
Los Angeles, California 90071

Joshua Falakassa, Esq.
josh@falakassalaw.com
FALAKASSA LAW, PC
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

**Co-counsel for Plaintiff on behalf of himself
and all others similarly situated**

12 **Counsel for defendant Shipbob, Inc.**

13 **BY ELECTRONIC MAIL:** Based on a Court order or an agreement by the parties to
14 accept service by e-mail or electronic transmission, I caused such the document(s) described above
to be sent from my email address to the persons listed above. I did not receive, within a reasonable
15 time after the transmission, any electronic message or indication that the transmission was
unsuccessful.

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

17 Executed on June 10, 2021, at Los Angeles, California,
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Carlos Garcia
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