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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DULCE PEREZ; individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

UNILEVER MANUFACTURING, INC.;
and DOES 1 through 100, inclusive,

Defendant.

Case No.: **21STCV25707**

PAGA COMPLAINT

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

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff DULCE PEREZ (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This PAGA action is brought against Defendant UNILEVER MANUFACTURING, INC. (“Defendant” or “UNILEVER”) to recover penalties, and all other available relief on behalf of Plaintiff and all other aggrieved employees who suffered one or more of the Labor Code violations set forth in California Labor Code Private Attorneys General Act of 2004. The damages and penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles, and the acts and omissions giving rise to this action alleged herein relating to Plaintiff began and took place in the State of California, and the County of Los Angeles.

PARTIES

5. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

1 6. Plaintiff is an individual who at all times relevant herein resided and resides in
2 the State of California, County of Los Angeles.

3 7. Defendant at all relevant times, was and is, upon information and belief, a
4 corporation and at all relevant times, an employer whose employees were engaged
5 throughout the State of California, including the County of Los Angeles.

6 8. At all relevant times, Defendant was the “employer” of Plaintiff within the
7 meaning of all applicable state laws and statutes. On information and belief, Defendant
8 UNILEVER and DOES 1 through 10, are joint employers engaged in an integrated
9 enterprise, and they suffer and/or permit Plaintiff to work and/or exercise joint control over
10 the wages, hours, and/or working conditions of UNILEVER employees.

11 9. At all times herein relevant, Defendant and DOES 1 through 100, and each of
12 them, were the agents, partners, joint venturers, joint employers, representatives, servants,
13 employees, successors-in-interest, alter egos, co-conspirators and assigns, each of the other,
14 and at all times relevant hereto were acting with the authority and ratification of one another
15 and within the course and scope of their authority as such agents, partners, joint venturers,
16 representatives, servants, employees, successors, co-conspirators and/or assigns, alter egos,
17 and all acts or omissions alleged herein were duly committed with the ratification,
18 knowledge, permission, encouragement, authorization and/or consent of each defendant
19 designated as a DOE herein.

20 10. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
22 said defendants by such fictitious names. Plaintiff is informed and believes, and based on
23 that information and belief alleges, that each of the defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully
25 caused the injuries and damages to Plaintiff and the other aggrieved employees as alleged in
26 this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
27 names and capacities when the same have been ascertained.

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11. Defendant and DOES 1 through 100 will hereinafter collectively be referred to as “Defendant” or “UNILEVER”.

12. Plaintiff further alleges that Defendant and DOES 1 through 100 directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

FACTUAL BACKGROUND

13. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

14. Ms. Perez was employed by UNILEVER beginning on or around the end of 2017 through August 14, 2020.

15. At all material times, UNILEVER was Ms. Perez's employer and exercised sole and/or joint control over the wages, terms, and working conditions of Ms. Perez's employment.

16. Ms. Perez worked in one of UNILEVER's warehouses located at 17110 S. Main Street, Gardena CA.

17. Ms. Perez's job title was "packer" and her job duties included packing items that customers were ordering, which included boxing up and packing goods for shipment and delivery. She assembled lipstick, package/prepare lipstick in boxes for barcoding, and other packer and general warehouse related tasks.

PAGA ALLEGATIONS

18. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

19. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant. At all relevant times set forth herein, DEFENDANT employed PLAINTIFF and the other aggrieved hourly-paid or non-exempt employees who worked for DEFENDANT in the State of California.

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1 20. The “aggrieved employees” pursuant to Labor Section 2699(c) include: (1) all
2 current and former hourly paid, non-exempt employees who worked for UNILEVER at any
3 of its locations in the State of California at any time during the applicable PAGA period.

4 21. Ms. Perez is an “aggrieved employee” as defined in Labor Code section
5 2699(c), because she was employed by UNILEVER during the applicable statutory period
6 and suffered the violations of the IWC Wage Order and the Labor Code as set forth herein.
7 Ms. Perez intends to seek penalties on behalf of all aggrieved employees as defined herein
8 including those who sustained labor code violations that may not have effected Ms. Perez.

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

15 23. PAGA expressly establishes that any provision of the California Labor Code
16 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
17 departments, divisions, commissions, boards, agencies or employees for a violation of the
18 California Labor Code, may be recovered through a civil action brought by an aggrieved
19 employee on behalf of himself or herself, and other current or former employees. Whenever
20 the LWDA, or any of its departments, divisions, commissions, boards, agencies, or
21 employees has discretion to assess a civil penalty a court in a civil action is authorized to
22 exercise the same discretion, subject to the same limitations and conditions, to assess a civil
23 penalty.

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

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1 25. PLAINTIFF was employed by DEFENDANTS and the alleged violation was
2 committed against her during the time of her employment and she is, therefore, an aggrieved
3 employee. PLAINTIFF and the other employees are “aggrieved employees” as defined by
4 California Labor Code section 2699(c) in that they are all current or former employees of
5 DEFENDANTS, and one of more of the alleged violations were committed against them.

6 26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
7 employee, including Plaintiff, may pursue a civil action arising under PAGA after satisfying
8 the requirements of California Labor Code sections 2699.3 and 2699.5, which at the time that
9 Plaintiff sought to satisfy the statutory requirements, provided as follows:

10 a. The aggrieved employee was required to give written notice by
11 certified mail (hereinafter “Employee's Notice”) to the LWDA and the
12 employer of the specific provisions of the California Labor Code
13 alleged to have been violated, including the facts and theories to
14 support the alleged violations.

15 b. The LWDA was required to provide notice (hereinafter “LWDA
16 Notice”) to the employer and the aggrieved employer by certified mail
17 that it does not intend to investigate the alleged violation within sixty
18 (60) calendar days of the postmark date of the Employee’s Notice.
19 Upon receipt of the LWDA Notice, or if the LWDA Notice is not
20 provided within sixty-five (65) calendar days of the postmark date of
21 the Employee’s Notice, the aggrieved employee may commence a civil
22 action pursuant to California Labor Code section 2699 to recover civil
23 penalties in addition to any other penalties to which the employee may
24 be entitled.

25 27. On April 20, 2021, Plaintiff provided written notice by U.S. Certified Mail to
26 the LWDA and to Defendant of the specific provisions of the California Labor Code alleged
27 to have been violated, including the facts and theories to support the alleged violations.

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1 28. As of the date of the filing of this Complaint, the LWDA has not provided
2 notice of its intention to investigate DEFENDANTS' alleged violations within sixty-five (65)
3 calendar days of the April 20, 2021, postmark date of the PAGA NOTICE sent by
4 PLAINTIFF. (See Cal. Lab. Code section 2699.3(a)(2)(A).)

5 29. Therefore, Plaintiff satisfied the then-applicable administrative prerequisites
6 under California Labor Code section 2699.3(a) to recover civil penalties against Defendants,
7 in addition to other remedies, for violations of California Labor Code sections identified
8 therein including the following:

9 30. **Failure to Provide Suitable Seats in the Workplace:** DEFENDANTS' failure
10 to provide suitable seats to PLAINTIFF and the other aggrieved employees in their workplace
11 violates the IWC Wage Order Section 14 and constitutes unlawful activity prohibited by
12 California Labor Code section 1198.

13 31. **Failure to Provide Suitable Temperature in the Workplace:**
14 DEFENDANTS' failure to provide suitable temperature for PLAINTIFF and the other
15 aggrieved employees in their workplace violates the IWC Wage Order Section 15 and
16 constitutes unlawful activity prohibited by California Labor Code section 1198

17 32. **Failure to Pay Overtime:** Defendant's failure to pay legally required overtime
18 wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and
19 constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and
20 1198.

21 33. **Failure to Provide Meal Periods:** Defendant's failure to provide legally
22 required meal periods to Plaintiff and the other aggrieved employees is in violation of the
23 Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code
24 sections 226.7 and 512(a).

25 34. **Failure to Provide Rest Periods:** Defendant's failure to provide legally
26 required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage
27 Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section
28 226.7.

1 35. **Failure to Pay Minimum Wages:** Defendant's failure to pay legally required
2 minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage
3 Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections
4 1194, 1197 and 1197.1.

5 36. **Failure to Timely Pay Wages Upon Termination:** Defendant's failure to
6 timely pay wages to Plaintiff and the other aggrieved employees upon termination in
7 accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity
8 prohibited by California Labor Code sections 201 and 202.

9 37. **Failure to Timely Pay Wages During Employment:** Defendant's failure to
10 timely pay wages to Plaintiff and the other aggrieved employees during employment in
11 accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited
12 by California Labor Code section 204.

13 38. **Failure to Provide Complete and Accurate Wage Statements:** Defendant's
14 failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved
15 employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair
16 activity prohibited by California Labor Code section 226(a).

17 39. **Failure to Keep Complete and Accurate Payroll Records:** Defendant's
18 failure to keep complete and accurate payroll records relating to Plaintiff and the other
19 aggrieved employees in accordance with California Labor Code section 1174(d) constitutes
20 unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

21 40. **Failure to Reimburse Necessary Business-Related Expenses and Costs:**
22 Defendant's failure to reimburse Plaintiff and the other aggrieved employees for necessary
23 business-related expenses and costs in accordance with California Labor Code sections 2800
24 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code
25 sections 2800 and 2802.

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1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(Against Defendant and DOES)**

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

5 41. Plaintiff incorporates by reference the allegations set forth above as though
6 fully set forth herein.

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

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

16 44. Based on the facts and theories set forth herein, Ms. Perez alleges that
17 UNILEVER has willfully violated and/or continues to willfully violate, among other
18 provisions of the Labor Code and applicable wage law, Labor Code section 1198, and the
19 applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code §
20 1198 provides that “The employment of any employee ... under conditions of labor
21 prohibited by the [Industrial Wage Orders] is unlawful.” Such unlawful conduct gives rise to
22 PAGA violations and are subject to the statutory penalties set forth therein.

23 45. Ms. Perez is entitled to any penalties permitted by law, including civil
24 penalties pursuant to Labor Code sections 2699(a) and 2699(f). Ms. Perez seeks all such
25 penalties on behalf of the State of California, herself as an aggrieved employee, and all other
26 current and former aggrieved employees of UNILEVER. Plaintiff and the other hourly-paid
27 and/or non-exempt employees, are “aggrieved employees” as defined by California Labor
28 Code section 2699(c) in that they are all current or former employees of Defendant, and one

1 or more of the alleged violations was committed against them.

2 46. Ms. Perez and her coworkers were not allowed to take a seat during their shift,
3 even though the job could be completed sitting down. The warehouse temperature was not
4 appropriately regulated and were extremely uncomfortable. For example, doors remained
5 shut throughout the day with only 1 ceiling fan and temperatures exceed 90 degrees and
6 would fall below 50 degrees. This made working conditions very difficult.

7 47. One of the standard conditions of labor is IWC Wage Order Section 14, which
8 provides that:“(A) All working employees shall be provided with suitable seats when the
9 nature of the work reasonably permits the use of seats. (B) When employees are not engaged
10 in the active duties of their employment and the nature of the work requires standing, an
11 adequate number of suitable seats shall be placed in reasonable proximity to the work area
12 and employees shall be permitted to use such seats when it does not interfere with the
13 performance of their duties.”

14 48. Despite the aforementioned, throughout PLAINTIFF and the other aggrieved
15 employees’ employment, DEFENDANTS required PLAINTIFF and other aggrieved
16 employees to be standing and working during the entirety of their shifts and for a long period
17 of time each workday.

18 49. On information and belief, UNILEVER violated every aspect of IWC Wage
19 Order Section 14. The nature of the work reasonably permitted the use of seats for Ms. Perez
20 and other aggrieved employees who worked in the warehouses regardless of their job title.
21 Duties that could have been performed sitting down include but are not limited to boxing up
22 items, performing tasks at a dedicated scanning station, performing tasks at dedicated desks,
23 performing tasks at the computer kiosks, and processing yellow tubs and other tasks on the
24 conveyor belt. UNILEVER failed and continues to fail to provide any seats or reasonably
25 seating opportunities for Ms. Perez and other aggrieved employees in violation of IWC Wage
26 Order Section 14. UNILEVER also failed and continues to fail to provide an adequate
27 number of suitable seats in reasonable proximity to the work areas where Ms. Perez and
28 other aggrieved employees worked can take seated rest periods, in violation of IWC Wage

1 Order Section 14.

2 50. DEFENDANTS also failed to provide PLAINTIFF and the other aggrieved
3 employees with suitable temperatures in their workplace, in violation of California Labor
4 Code section 1198 and IWC Wage Order Section 15 (“TEMPERATURE”). IWC Wage
5 Order Section 15 provides that: “(A) The temperature maintained in each work area shall
6 provide reasonable comfort consistent with industry-wide standards for the nature of the
7 process and the work performed. (B) If excessive heat or humidity is created by the work
8 process, the employer shall take all feasible means to reduce such excessive heat or humidity
9 to a degree providing reasonable comfort. Where the nature of the employment requires a
10 temperature of less than 60° F, a heated room shall be provided to which employees may
11 retire for warmth, and such room shall be maintained at not less than 68° F. (C) A
12 temperature of not less than 68° F shall be maintained in the toilet rooms, resting rooms, and
13 change rooms during hours of use. (D) Federal and State energy guidelines shall prevail over
14 any conflicting provision of this section.”

15 51. Under California law, the workplace should not be a source of injury or illness
16 of threaten the lives of those who work there. (Cal. Code Reg. tit. 8, § 3203.) Per Senate
17 Bill 1167 signed and approved by Governor Jerry Brown and later codified as California
18 Labor Code section 6720, the California Division of Occupational Safety and Health
19 (Cal/OSHA) shall propose an indoor heat illness standard by January 1, 2019. In
20 Cal/OSHA’s most recent January 29, 2019 revised draft standard, the proposed regulation
21 would apply to “all indoor work areas where the temperature equals or exceeds 82 degrees
22 Fahrenheit when employees are present.” The U.S. Department of Labor’s Division of
23 Occupational Safety and Health Administrator (OSHA) also recommends office temperature
24 control in the range of 68° F to 76° F.

25 52. On information and belief, UNILEVER violated every aspect of IWC Wage
26 Order Section 15. Ms. Perez and other aggrieved employees being subjected to excessive
27 heat or cold in the workplace. Ms. Perez worked in a facility situated in a location with
28 recorded temperatures exceeding 90 F and dipping below 50 F. UNILEVER failed to provide

1 reasonable temperature regulation including adequate air conditioning, heating, insulation,
2 and/or ventilation. UNILEVER failed to provide reasonably comfortable indoor
3 temperatures. On information and belief, where UNILEVER's business operations created
4 indoor climates less than 60 F, UNILEVER failed to provide appropriate heated rooms to
5 retire for warmth. UNILEVER also failed to maintain a temperature of not less than 68° in
6 their toilet rooms, resting rooms, and/or change rooms during hours of use.

7 53. During their employment and at their workplace with DEFENDANTS,
8 PLAINTIFF and other aggrieved employees were subjected to excessive heat or humidity.
9 Nevertheless, in violation of Labor Code 1198 and IWC Wage Order 15, DEFENDANTS
10 failed and continue to fail to provide PLAINTIFF and the other aggrieved employees with
11 reasonable comfort, such as, inter alia, by providing adequate air conditioning, fans (if any),
12 ventilation system, or cooling areas to cool the excessive high temperatures. Furthermore,
13 DEFENDANTS also failed and continued to fail to maintain temperature that provided
14 reasonable comfort (warmth) for PLAINTIFF and the other aggrieved employees.
15 Additionally, in further violation of IWC Wage Order Section 15, specifically subdivision
16 (C) and thereby Labor Code section 1198, DEFENDANTS failed to maintain temperature of
17 not less than 68° F in their toilet rooms, resting rooms, and/or change rooms during hours of
18 use.

19 54. PLAINTIFF is informed and believes, and based thereon alleges, that
20 DEFENDANTS knew or should have known that PLAINTIFF and the other aggrieved
21 employees were entitled to suitable seats per California Labor Code section 1198 and IWC
22 Wage Order Section 14.

23 55. PLAINTIFF is also informed and believes, and based thereon alleges, that
24 DEFENDANTS knew or should have known that PLAINTIFF and the other aggrieved
25 employees were entitled to suitable temperatures in the workplace per California Labor Code
26 section 1198 and IWC Wage Order Section 15.

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1 56. On information and belief, Ms. Perez and other aggrieved employees were not
2 paid for the time they spent working off-the-clock, and they were not paid for the time they
3 spent working during their meal breaks, and they were not paid the minimum and overtime
4 wages they were due. Ms. Perez is informed that employees were not given proper rest
5 breaks, and UNILEVER may have been using an improper rounding system which unduly
6 benefited the employer over the employee. Employees were not reimbursed for their
7 necessary business expenditures. Ms. Perez seeks penalties for violations of the California
8 Labor Code, which are recoverable under California Labor Code § 2698, et seq., the Labor
9 Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available
10 under the PAGA. Ms. Perez seeks penalties on behalf of the State of California and all
11 “aggrieved employees,” as defined herein. The “aggrieved employees” that Ms. Perez seeks
12 penalties on behalf of includes all current and former hourly paid or non-exempt employees
13 who worked for UNILEVER, and any related business entities and/or joint employers and/or
14 integrated enterprises, at any of UNILVERE’s locations within the State of California during
15 the statutory PAGA period.

16 57. UNILEVER was required to comply with all applicable wage laws with
17 respect to Ms. Perez’s employment, including California Labor Code §§ 200, 201, 202, 203,
18 204, 226, 226.7, 510, 511, 512, 1171, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC
19 Wage Order 5-2001.

20 58. Ms. Perez and the other aggrieved employees were entitled to receive statutory
21 meal and rest breaks as well as certain wages for minimum and overtime compensation. Ms.
22 Perez and the other aggrieved employees were not provided California Labor Code compliant
23 meal and rest breaks, nor were they paid for all of their regular hours and overtime hours
24 worked. For example, Mr. Perez worked 10 hour or greater shifts but was not given a 2nd
25 meal period or a 3rd or 4th rest break. Based on the facts and theories arising out of this
26 PAGA notice, UNILEVER has wilfully violated and/or continues to violate provisions of the
27 California Labor Code and applicable wage laws including California Labor Code §§ 200,
28 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 1171, 1174, 1194, 1197, 1197.1, 1198, 2800,

1 2802, and IWC Wage Order 5-2001.

2 59. California Labor Code § 510 and the applicable Wage Order require
3 employers to pay employees one-and-one-half times the regular hour rate, accounting for
4 additional remuneration such as commissions, bonuses and incentives, for all hours worked
5 in excess of eight in one workday and in excess of 40 hours in one workweek and for the first
6 eight hours worked on the seventh day of work in any one workweek. Any work in excess of
7 12 hours in one day shall be compensated at the rate of no less than twice the employee's
8 regular rate of pay. In addition, any work in excess of eight hours on any seventh day of a
9 workweek shall be compensated at the rate of no less than twice the employee's regular rate
10 of pay.

11 60. California Labor Code § 1194 entitles an employee receiving less than the
12 legal overtime compensation to recover in a civil action the unpaid balance of the full amount
13 of this minimum wage, including interest thereon, reasonable attorney fees, and costs of suit.
14 During the relevant time period, Ms. Perez and other aggrieved employees worked in excess
15 of eight hours in one workday, 40 hours in one workweek, 12 hours in one day, and eight
16 hours on a seventh day of a workweek. Therefore, Ms. Perez and other aggrieved employees
17 were entitled to receive certain wages for overtime compensation, but they were not paid for
18 all overtime hours worked. The failure to pay overtime constitutes a violation of PAGA and
19 entitles Ms. Perez and the aggrieved employees to civil penalties, under Cal. Labor Code §
20 2699 et seq.

21 61. California Labor Code §§ 226.7 and 512 require employers to pay an
22 employee one additional hour of pay at the employee's regular rate for each meal or rest
23 period that is not provided. During the relevant time period, UNILEVER failed to provide
24 Ms. Perez and other aggrieved employees with meal and/or rest breaks. Additionally,
25 UNILEVER's performance expectations, business operations, job descriptions, and human
26 resources policies/practices/procedures, caused Ms. Perez and other aggrieved employees to
27 work during what should have been their meal and rest periods. UNILEVER failed to
28 properly compensate Ms. Perez and the aggrieved employees for the non-compliant short,

late, interrupted, and missed meal and rest periods that Ms. Perez and the other aggrieved employees experienced.

62. California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, UNILEVER failed to timely pay Ms. Perez and aggrieved employees during their employment, and aggrieved employees were not paid all wages due to them within any time period specified by California Labor Code §§ 201 and 202 and 204 including during employment or at the time of termination of employment. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by §§ 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 work days. Ms. Perez and the aggrieved employees were not paid all of their minimum, regular and/or overtime wages during their employment. They were not paid all meal and rest break premiums owed, which are wages. As such, they were not paid the wages owed to them during employment and/or were not paid all wages owed upon discharge in a timely manner pursuant to Labor Code §§ 201 and 202.

1 63. California Labor Code § 226 requires employers to make, keep and provide
2 complete and accurate itemized wage statements for their employees. During the relevant
3 time period, UNILEVER did not provide Ms. Perez and other aggrieved employees with
4 complete and accurate itemized wage statements. The violations include, but are not limited
5 to, UNILEVER's failure to include Ms. Perez and the aggrieved employees' overtime hours,
6 wages earned, time spent working during what should have been meal and rest breaks, as
7 well as any enhanced premium payments related thereto. As such, the wage statements they
8 received from UNILEVER were failed to comply with the requirements set forth under
9 California Labor Code section 226(a).

10 64. California Labor Code § 1174(d) requires an employer to keep, at a central
11 location in the state or at the plants or establishments at which employees are employed,
12 payroll records showing the hours worked daily by and the wages paid to, and the number of
13 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
14 respective plants or establishments. These records shall be kept with rules established for
15 this purpose by the commission, but in any case shall be kept on file for not less than two
16 years. During the relevant time period, UNILEVER failed to keep accurate and complete
17 payroll records showing the actual hours worked daily and the wages earned, to Ms. Perez
18 and other aggrieved employees, since such records failed to account for overtime hours,
19 commissions, time spent working during what should have been meal and rest breaks, as well
20 as any enhanced premium payments related thereto.

21 65. California Labor Code §§ 2802 require an employer to reimburse its employee
22 for all necessary expenditures incurred by the employee in direct consequence of the
23 discharge of his or her job duties or in direct consequence of his or her obedience to the
24 directions of the employer. During the relevant time period, Ms. Perez and other aggrieved
25 employees incurred necessary business-related expenses and costs that were not fully
26 reimbursed by UNILEVER including use of a personal cell phone and compliance with the
27 company dress code.

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1 66. California Labor Code § 1198 provides that “The employment of any
2 employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is
3 unlawful.” Such unlawful conduct gives rise to PAGA violations and are subject to the
4 statutory penalties set forth therein. The applicable Industrial Wage Orders, Wage Order 5-
5 2001, requires that, among other things, employees be provided with lawful meal and rest
6 breaks and earn overtime compensation at the correct rates where applicable.

7 67. Defendant directly hired and paid wages and benefits to Plaintiff and the other
8 aggrieved employees.

9 68. Plaintiff is informed and believes, and based thereon alleges, that Defendant
10 continues to employ hourly-paid or non-exempt employees within the State of California.

11 69. Plaintiff and the other aggrieved employees worked over eight (8) hours in a
12 day, and/or forty (40) hours in a week during their employment with Defendant.

13 70. Plaintiff is informed and believes, and based thereon alleges, that Defendant
14 engaged in a uniform policy and systematic scheme of wage abuse against Plaintiff and the
15 other aggrieved employees. This scheme involved, inter alia, failing to pay Plaintiff and
16 other aggrieved employees for all hours worked, for overtime, and for missed meal periods
17 and rest breaks in violation of California law.

18 71. Plaintiff is informed and believes, and based thereon alleges, that Defendant
19 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
20 receive certain wages for overtime compensation and that they were not receiving wages for
21 overtime compensation.

22 72. Plaintiff is informed and believes and thereupon alleges that Plaintiff and the
23 other aggrieved employees earned incentives/non-discretionary bonuses/non-discretionary
24 performance pay which Defendant did not use to calculate the regular rate of pay used to
25 calculate the overtime rate for the payment of overtime wages and meal and rest break
26 premiums.

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1 73. Plaintiff is informed and believes, and based thereon alleges, that Defendant
2 failed to provide Plaintiff and the other aggrieved employees the required rest and meal
3 periods during the relevant time period as required under the Industrial Welfare Commission
4 Wage Orders and thus they are entitled to any and all applicable penalties.

5 74. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
7 receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other
8 PAGA members' and/or aggrieved employees' regular rate of pay when a meal period was
9 missed, and they did not receive all meal periods or payment of one additional hour of pay at
10 Plaintiff's and the other PAGA members' and/or aggrieved employees' regular rate of pay
11 when a meal period was missed.

12 75. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
14 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
15 PAGA members' and/or aggrieved employees' regular rate of pay when a rest period was
16 missed, and they did not receive all rest periods or payment of one additional hour of pay at
17 Plaintiff's and the other PAGA members' and/or aggrieved employees' regular rate of pay
18 when a rest period was missed.

19 76. Plaintiff is informed and believes, and based thereon alleges, that Defendant
20 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
21 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for all hours worked.

23 77. Plaintiff is informed and believes, and based thereon alleges, that Defendant
24 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
25 receive all wages owed to them upon discharge or resignation, including overtime and
26 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
27 such wages owed to them at the time of their discharge or resignation.

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

7 79. Plaintiff is informed and believes, and based thereon alleges, that Defendant
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive complete and accurate wage statements in accordance with California law, but, in
10 fact, they did not receive complete and accurate wage statements from Defendant. The
11 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
12 Plaintiff and the other aggrieved employees.

13 80. Plaintiff is informed and believes, and based thereon alleges, that Defendant
14 knew or should have known that Defendant had to keep complete and accurate payroll
15 records for Plaintiff and the other aggrieved employees in accordance with California law,
16 but, in fact, did not keep complete and accurate payroll records.

17 81. Plaintiff is informed and believes, and based thereon alleges, that Defendant
18 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
19 reimbursement for necessary business-related expenses and costs.

20 82. Plaintiff is informed and believes, and based thereon alleges, that Defendant
21 knew or should have known that they had a duty to compensate Plaintiff and the other
22 aggrieved employees pursuant to California law, and that Defendant had the financial ability
23 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
24 falsely represented to Plaintiff and the other PAGA members that they were properly denied
25 wages, all in order to increase Defendant's profits.

26 83. At all material times set forth herein, Defendant failed to pay overtime wages
27 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
28 were required to work more than eight (8) hours per day and/or forty (40) hours per week

1 without overtime compensation.

2 84. At all material times set forth herein, Defendant failed to provide
3 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

4 85. At all material times set forth herein, Defendant failed to pay Plaintiff and the
5 other aggrieved employees at least minimum wages for all hours worked.

6 86. At all material times set forth herein, Defendant failed to pay Plaintiff and the
7 other aggrieved employees all wages owed to them upon discharge or resignation.

8 87. At all material times set forth herein, Defendant failed to pay Plaintiff and the
9 other aggrieved employees' wages within any time permissible under California law,
10 including, *inter alia*, California Labor Code section 204.

11 88. At all material times set forth herein, Defendant failed to provide complete
12 and accurate wage statements to Plaintiff and the other aggrieved employees.

13 89. At all material times set forth herein, Defendant failed to keep complete and
14 accurate payroll records for Plaintiff and the other aggrieved employees.

15 90. At all material times set forth herein, Defendant failed to reimburse Plaintiff
16 and the other aggrieved employees for necessary business-related expenses and costs.

17 91. At all material times set forth herein, Defendant failed to properly compensate
18 Plaintiff and the other aggrieved employees pursuant to California law in order to increase
19 Defendant's profits.

20 92. Plaintiff and other aggrieved employees incurred necessary business-related
21 expenses and costs that were not fully reimbursed by Defendant.

22 93. Defendant failed to provide Plaintiff and other aggrieved employees with meal
23 and/or rest breaks and because Defendant's performance quotas, business expectations,
24 business operations, job descriptions, and human resources policies/practices/procedures,
25 caused Plaintiff and aggrieved employees to work during some or all of what should have
26 been their meal and/or rest periods.

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1 94. Ms. Perez is informed and believes that UNILVER wilfully violated the Labor
2 Code sections identified above and the violations described above occurred at all of
3 UNILEVER's California based facilities and warehouses regardless of size, shape, location,
4 or the type of product being stored.

5 95. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
6 behalf of all aggrieved employees, requests and is entitled to recover from Defendant and
7 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
8 well as all statutory penalties against Defendant, and each of them, including but not limited
9 to:

- 10 a. Penalties under California Labor Code section 2699 in the amount of a
11 hundred dollars (\$100) for each aggrieved employee per pay period for
12 the initial violation, and two hundred dollars (\$200) for each aggrieved
13 employee per pay period for each subsequent violation, unless otherwise
14 specified by statute in which case that amount takes the place of the
15 default penalty amount;
- 16 b. Penalties under California Code of Regulations Title 8 section 11070 in
17 the amount of fifty dollars (\$50) for each aggrieved employee per pay
18 period for the initial violation, and one hundred dollars (\$100) for each
19 aggrieved employee per pay period for each subsequent violation;
- 20 c. Penalties under California Labor Code section 210 in addition to, and
21 entirely independent and apart from, any other penalty provided in the
22 California Labor Code in the amount of a hundred dollars (\$100) for
23 each aggrieved employee per pay period for the initial violation, and two
24 hundred dollars (\$200) for each aggrieved employee per pay period for
25 each subsequent violation; and
- 26 d. Any and all additional penalties and sums as provided by the California
27 Labor Code and/or other statutes.

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1 96. Pursuant to California Labor Code section 2699(i), civil penalties recovered
2 by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the
3 Labor and Workforce Development Agency for the enforcement of labor laws and education
4 of employers and employees about their rights and responsibilities and twenty-five percent
5 (25%) to the aggrieved employees.

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

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
10 public similarly situated and on behalf of other aggrieved employees pursuant to the Private
11 Attorneys General Act, prays for relief and judgment against Defendant and those fictitiously
12 named defendants, jointly and severally, as follows:

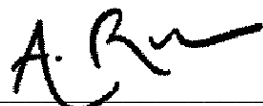
13 **AS TO THE FIRST CAUSE OF ACTION**

14 98. For civil penalties pursuant to the Private Attorneys' General Act including
15 California Labor Code sections 2699(a), (f) and (g), in addition to costs/expenses and
16 attorneys' fees for violation of California Labor Code including section 1198 and the
17 applicable IWC Wage Order; and

18 99. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 Dated: July 13, 2021

SCHIMMEL & PARKS
A Professional Law Corporation

21
22 
23 _____
24 Alan I. Schimmel
25 Michael W. Parks
26 Arya Rhodes
27 Inga Orbeli
28 *Attorneys for Plaintiff*

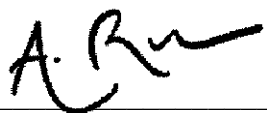
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DEMAND FOR JURY TRIAL

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

Dated: July 13, 2021

SCHIMMEL & PARKS
A Professional Law Corporation



Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Inga Orbeli
Attorneys for Plaintiff