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FILED
Superior Court of California
County of Los Angeles

04/11/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Ballesteros Deputy

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

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

Plaintiff,

vs.

WEBER DISTRIBUTION LLC, a
California limited liability company;
WEBER LOGISTICS, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21LBCV00374

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

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

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ASHTON BAKER (“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 representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

4. Venue is proper in this Court because, upon information and belief, each Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Los Angeles. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff ASHTON BAKER is an individual residing in the State of California, County of Los Angeles.

6. Defendant WEBER DISTRIBUTION LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of

1 California, including the County of Los Angeles.

2 7. Defendant WEBER LOGISTICS at all times herein mentioned, was and is,
3 upon information and belief, an employer whose employees are engaged throughout the State
4 of California, including the County of Los Angeles.

5 8. At all relevant times, Defendants WEBER DISTRIBUTION LLC and
6 WEBER LOGISTICS were the “employer” of Plaintiff within the meaning of all applicable
7 state laws and statutes.

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

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

25 11. WEBER DISTRIBUTION LLC, WEBER LOGISTICS, and DOES 1 through
26 100 will hereinafter collectively be referred to as “Defendants.”

27 12. Plaintiff further alleges that Defendants including the unknown defendants
28 identified as DOES, 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 and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

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

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

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

16. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to

support the alleged violations.

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

18. On May 5, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant WEBER DISTRIBUTION LLC and WEBER LOGISTICS of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, see case number LWDA-CM-831401-21. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.

19. On April 3, 2024, Plaintiff provided an Amended LWDA Notice.

20. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders Nos. 4-2001 and 9-2001.

GENERAL ALLEGATIONS

21. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who

1 earned non-discretionary shift differential/bonus/performance/commission/incentive pay
2 which was not used to calculate the correct regular rate of pay used to calculate the overtime
3 rate or pay meal or rest premiums (hereinafter collectively referred to as the “other aggrieved
4 employees”).

5 22. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
6 exempt employee from approximately December 2015 to approximately January 2020 in the
7 State of California, County of Los Angeles.¹

8 23. Defendants hired Plaintiff and the other aggrieved employees, and failed to
9 compensate them for all hours worked, missed meal periods or rest breaks, and vested
10 vacation wages.

11 24. Defendants required Plaintiff and other aggrieved employees to perform work
12 off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal
13 breaks, and/or work during rest breaks and failed to compensate aggrieved employees for this
14 time.

15 25. Plaintiff and other aggrieved employees were regularly required to complete
16 delivery and pick-up schedules and routes, receive updates and new schedules and routes and
17 communicate with dispatch, complete daily logs, don and doff uniforms, and not leave
18 vehicles unattended.

19 26. Defendants prohibited aggrieved employees from clocking in prior to the start
20 of their scheduled shifts and required aggrieved employees to receive prior authorization
21 before working any overtime hours, thereby proactively discouraging employees from
22 reporting their actual hours worked, resulting in uncompensated off-the-clock work.

23 27. Defendants effectively paid zero dollars per hour for time Plaintiff and the
24 other aggrieved employees worked off-the-clock performing work duties, which resulted in
25 an underpayment of overtime wages to Plaintiff and other aggrieved employees.

26 28. Further, Defendants failed to pay all meal and rest premiums due, and
27

28 ¹ Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

1 Defendants failure to properly calculate the regular rate of pay, which resulted in an
2 underpayment of wages to Plaintiff and other aggrieved employees, when Defendants paid
3 zero dollars per hours for the time Plaintiff and the other aggrieved employees worked off-
4 the-clock performing work duties.

5 29. Defendants' failure to pay overtime wages also includes, and is not limited to,
6 its failure to properly calculate the regular rate of pay by failing to include all forms of non-
7 discretionary shift differential / bonus / performance / commission/ incentive pay in its
8 calculation of the regular rate of pay for the purposes of paying overtime and meal and rest
9 premiums.

10 30. Defendants had the authority to hire and terminate Plaintiff and the other
11 aggrieved employees, to set work rules and conditions governing Plaintiff's and the other
12 aggrieved employees' employment, and to supervise their daily employment activities.

13 31. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiff's and the other aggrieved employees' employment for them to be joint employers of
15 Plaintiff and the other aggrieved employees.

16 32. Defendants directly hired and paid wages and benefits to Plaintiff and the
17 other aggrieved employees.

18 33. Defendants continue to employ hourly-paid or non-exempt employees, within
19 the State of California.

20 34. Plaintiff and the other aggrieved employees worked over eight (8) hours in a
21 day, and/or forty (40) hours in a week, and/or six (6) days in a workweek, during their
22 employment with Defendants, without overtime compensation.

23 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
25 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
26 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
27 breaks in violation of California law.

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

1 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
2 receive certain wages for overtime compensation and that they were not receiving wages for
3 overtime compensation.

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

8 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 required Plaintiff and aggrieved employees to remain working through meal and rest breaks,
10 and failed to relieve Plaintiff and aggrieved employees of all duties and relinquish control
11 over how they spent their time during what should have been duty-free meal and rest breaks.
12 For example, Defendants required Plaintiff and aggrieved employees to remain on premises
13 during breaks so that they were readily available to return to work and to perform work tasks
14 through rest breaks.

15 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 failed to properly calculate the regular rate of pay, by failing to include all forms of non-
17 discretionary pay, e.g. non-discretionary shift differential / bonus / performance /
18 commission / incentive pay, if and when it paid premiums, and failed to pay all meal and rest
19 premiums due to missed, short, late and/or interrupted meal and/or rest periods.

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

26 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
28 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other

aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of pay when a rest period was missed.

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

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants willfully failed to pay the wages due to Plaintiff and aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Plaintiff and aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to minimum, regular, overtime wages for time worked off-the-clock to perform work duties and meal and rest premium payments, and vested vacation wages, as a result of Defendants' failure to properly calculate the regular rate of pay, thereby triggering waiting time penalties.

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

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

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1 46. Plaintiff is informed and believes, and based thereon alleges, that during the
2 relevant time period, Defendants did not provide Plaintiff and other aggrieved employees
3 with complete and accurate itemized wage statements. The wage statements they received
4 from Defendants were in violation of California Labor Code section 226(a). The violations
5 include, but are not limited to, the failure to include the accurate total hours worked by
6 Plaintiff and other aggrieved employees, including time spent working off-the-clock and
7 during meal and rest periods, failure to list all the correct overtime rates since they do not
8 encompass all non-discretionary forms of pay, and failure to list all meal and rest premiums
9 owed, and failure to accurately calculate and pay accrued vacation wages, as discussed
10 above.

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

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

21 49. Plaintiff is informed and believes, and based thereon alleges, that during the
22 relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all
23 wages due to them within any time period specified by California Labor Code section 204,
24 including earned and unpaid minimum, regular, overtime, premium wages, and vested
25 vacation wages, as discussed above. For example, Plaintiff and other aggrieved employees
26 were not timely paid wages during their employment, including but not limited to, minimum,
27 regular, and overtime wages for time worked off-the-clock to perform work duties, meal and
28 rest period premium payments, vested vacation wages, as a result of Defendants' failure to

properly calculate the regular rate of pay, thereby triggering waiting time penalties.

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs, including, inter alia, the cost of personal phones for business-related matters, purchase and/or maintenance of work attire, personal protective equipment, footwear (e.g., steel-toed boots) and supplies and tools (e.g. high visibility work vest, safety mask, safety equipment, and knives).

51. Plaintiff is informed and believes, and based thereon alleges, that during the relevant time period, Defendants failed to accurately record time worked and thus accurately credit/accrue vacation pay, failed to timely pay vacation pay, and/or failed to correctly calculate and pay vacation pay, to Plaintiff and other aggrieved employees, in violation of Labor Code sections 227.3, resulting in underpayments of wages in violation of Labor Code sections 201, 202, and 203.

52. Plaintiff is informed and believes, and based thereon alleges, that during the relevant time period, California Labor Code section 227.3 provides that unless otherwise provided by a collective-bargaining agreement, when an employment contract or employer policy provides for paid vacations or time off, all vested vacation and time off shall be paid to the employee as wages at his or her final rate, provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested paid vacation time or time off upon termination. California Labor Code section 246(a)(1) provides that “[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from commencement of employment is entitled to paid sick days as specified in this section.”

53. Plaintiff is informed and believes, and based thereon alleges, that during the relevant time period, Defendants failed to accurately record time worked and thus accurately credit/accrue vacation pay, failed to timely pay vacation pay, and/or failed to correctly calculate and pay vacation pay, to Plaintiff and other aggrieved employees in violation of California Labor Code section 227.3, resulting in underpayment of wages in violation of

California Labor Code sections 201, 202, and 203.

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

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

56. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

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

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

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

60. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

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

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

63. At all material times set forth herein, Defendants failed to accurately credit accrued vacation pay, failed to timely pay vacation pay, and/or failed to correctly calculate

1 and pay vacation pay to Plaintiff and the other aggrieved employees.

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

5 65. California Labor Code section 218 states that noting in Article 1 of the Labor
6 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
7 due to him [or her] under this article."

8 **FIRST CAUSE OF ACTION**

9 **Violation of California Labor Code § 2698, et seq.**

10 **(Against WEBER DISTRIBUTION LLC, WEBER LOGISTICS,**
11 **and DOES 1 through 100)**

12 66. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 49, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 67. 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.

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

24 69. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved
25 employees" as defined by California Labor Code section 2699(c) in that they are all current
26 or former employees of Defendants, and one or more of the alleged violations was committed
27 against them.

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Failure to Pay Overtime

70. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

71. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

72. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

73. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

74. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with California Labor Code sections 201, 202, and 203 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

Failure to Timely Pay Wages During Employment

75. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with California Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

76. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with California Labor Code

1 section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor
2 Code section 226(a).

3 **Failure to Keep Complete and Accurate Payroll Records**

4 77. Defendants' failure to keep complete and accurate payroll records relating to
5 Plaintiff and the other aggrieved employees in accordance with California Labor Code
6 section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor
7 Code section 1174(d).

8 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

9 78. Defendants' failure to reimburse Plaintiff and the other aggrieved employees
10 for necessary business-related expenses and costs in accordance with California Labor Code
11 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
12 Labor Code sections 2800 and 2802.

13 **Failure to Accurately Calculate and Pay Vacation Time**

14 79. Defendants' failure to correctly calculate and pay all earned vested vacation
15 hours due to the hours Plaintiff and other aggrieved employees worked off-the-clock,
16 pursuant to company-wide policies and/or practices, in violation of California Labor Code
17 227.3, resulted in underpayment of wages in violation of California Labor Code sections 201,
18 202, and 203.

19 80. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
20 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
21 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
22 well as all penalties pursuant to PAGA against Defendants, and each of them, including but
23 not limited to:

- 24 a. Penalties under California Labor Code section 2699 in the amount of a
25 hundred dollars (\$100) for each aggrieved employee per pay period for
26 the initial violation, and two hundred dollars (\$200) for each aggrieved
27 employee per pay period for each subsequent violation;
28 b. Penalties under California Code of Regulations Title 8 section 11010 et

seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

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

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

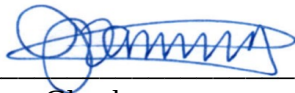
1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and

(g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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

DATED: April 11, 2024

LAWYERS for JUSTICE, PC

By: 
Joanna Ghosh
Attorney for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On April 11, 2024, I served the foregoing document(s) described as: **FIRST AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET. SEQ.** on interested parties in this action as follows:

Ryan H. Crosner
Ryan Chuman
Daniel Rojas
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
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Los Angeles, CA 90071

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Attorneys for Defendants Weber Distribution LLC, et al.

[X] BY E-MAIL

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

[X] STATE

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

Executed on April 11, 2024, at Glendale, California.



Valerie Palomo