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Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

SAM MILES, JENNIFER KAROLINE TELLEZ,
GARY INGRAHAM, GEORGE LYLE, PAMELA
CARROLL, DIANE PARKER, MARCUS
GARRON, NEISHA WAYNE, STEPHEN
OLSON, and ERRIKA WILLIAMS,
individually, and on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

vs.

U-HAUL CO. OF CALIFORNIA, a California
corporation,

Defendant.

Case No. 23CV039574

COMPLAINT FOR:

- (1) **Failure to Compensate for All Hours Worked (Cal. Lab. Code §§ 200, 204, 1194, and 1198);**
- (2) **Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1182.12, 1194, and 1197);**
- (3) **Failure to Pay Overtime Wages (Cal. Lab. Code §§ 200, 510, and 1194);**
- (4) **Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512);**
- (5) **Failure to Provide Rest Periods (Cal. Lab. Code § 226.7);**
- (6) **Failure to Timely Reimburse for Necessary Business Expenditures (Cal. Lab. Code § 2802);**
- (7) **Failure to Provide Accurate, Timely, and Itemized Wage Statements (Cal. Lab. Code § 226); and**
- (8) **Waiting Time Penalties (Cal. Lab. Code §§ 201-203).**

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County of Alameda
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- (9) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
- (10) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 204, 1194, and 1198);
- (11) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 1182.12, 1194 and 1197);
- (12) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 510 and 1194);
- (13) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 226.7 and 512);
- (14) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code § 226.7);
- (15) Penalties Pursuant to Cal. Lab. Code § 2699(a) (Violations of Cal. Lab. Code § 226);
- (16) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code § 2802);
- (17) Penalties Pursuant to Cal. Lab. Code § 2699(a) (Violations of Cal. Lab. Code §§ 201-203).

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Sam Miles, Jennifer Karolina Tellez, Gary Ingraham, George Lyle, Pamela Carroll, Diane Parker, Marcus Garron, Stephen Olson, Neisha Wayne and Errikka Williams (collectively “Plaintiffs”), bring this action against Defendant U-Haul Co. of California (“Defendant” or “U-Haul”).

2. Additionally, Plaintiffs George Lyle, Pamela Carroll, Diana Parker and Neisha Wayne (hereinafter “PAGA Plaintiffs”) bring this Private Attorney Act of 2004 (“PAGA”) action on behalf of themselves and other similarly situated individuals who have worked for Defendant as exempt and non-exempt employees throughout California.¹

3. This is an individual and representative action against Defendant to challenge its policies and practices of: (1) failing to compensate Plaintiffs and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiffs and Aggrieved Employees minimum wages for all hours worked as required by California law; (3) failing to pay Plaintiffs and Aggrieved Employees overtime wages as required by California law; (4) failing to authorize and permit Plaintiffs and Aggrieved Employees to take meal breaks as required under California law; (5) failing to authorize and permit Plaintiffs and Aggrieved Employees to take rest breaks as required under California law; (6) failing to reimburse Plaintiffs and Aggrieved Employees for business expenditures as required under California law; (7) failing to provide Plaintiffs and Aggrieved Employees accurate, itemized wage statements; (8) failing to timely pay Plaintiffs and Aggrieved Employees all wages owed upon separation from employment; (9) unfair business practices; and (10) through (17) – penalties pursuant to Cal. Lab. Code §§ 2699(a) and (f).

4. As a result of these violations, Plaintiffs seek full compensation on behalf of themselves individually for all damages, penalties, restitution, and interest to the full extent permitted by the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders.

5. Defendant is also liable for violation of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”).

¹ Although Plaintiffs are a former employee, Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

6. Moreover, PAGA Plaintiffs, on behalf of the State of California, also seeks to recover penalties and reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

PARTIES

7. Plaintiffs and Aggrieved Employees are current and former exempt and non-exempt workers employed by Defendant as, without limitations, general managers, customer service representatives, assistant managers, truck drivers, facility maintenance supervisors, transfer drivers, resident managers, facility housekeepers and other position with similar job duties throughout California.

8. Plaintiffs are individuals over the age of eighteen, and at all times mentioned in this Complaint were residents of the State of California.

9. Defendant U-Haul is a corporation organized under the laws of California, and qualified to conduct business in the State of California with its principal California office located at 44511 Grimmer Boulevard, in Fremont, California. U-Haul provides a portfolio of services, including transportation and moving services across the nation. Defendant employs and/or employed Plaintiffs and Aggrieved Employees because Defendant, directly or indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of Plaintiffs and Aggrieved Employees.

10. Plaintiff George Lyle is a former employee of Defendant. He worked for Defendant as a maintenance supervisor in San Bernardino, California from approximately October 15, 2021, through March 2022.

11. Plaintiff Pamela Carroll is a former employee of Defendant. She worked for Defendant as a resident manager in Rough and Ready, and Grass Valley, California from approximately January 2021 through July 2022.

12. Plaintiff Diane Parker is a former employee of Defendant. She worked for Defendant as a facility housekeeper in Moreno Valley, California from approximately August 2021 through April 2022.

13. Plaintiff Neisha Wayne is a former employee of Defendant. She worked for Defendant as a truck driver and warehouse worker in Los Angeles and Anaheim, California from approximately

1 January 2019 through November 2020.

2 14. Plaintiff Sam Miles is a former employee of Defendant. He worked for Defendant as a
3 merchant service associate in Escondido, Vista, Oceanside, and Carlsbad, California from
4 approximately June 27, 2021, through October 2021.

5 15. Plaintiff Jennifer Karoline Tellez is a former employee of Defendant. She worked for
6 Defendant as a customer care representative in Fontana, California from approximately January 2019
7 through January 2020.

8 16. Plaintiff Gary Ingraham is a former employee of Defendant. He worked for Defendant
9 as a truck driver in Compton, California from approximately October 2019 through February 2020.

10 17. Plaintiff Marcus Garron is a former employee of Defendant. He worked for Defendant
11 as a sales representative in Sacramento, California from approximately August 2019 to September
12 2019.

13 18. Plaintiff Stephen Olson is a former employee of Defendant. He worked for Defendant
14 as a customer service associate in Concord, California from approximately August 2018 through
15 August 2019.

16 19. Plaintiff Errikka Williams is a former employee of Defendant. She worked for
17 Defendant as a customer service representative in San Diego, California from approximately in or
18 around early 2019 through November 2019.

19 20. At all relevant times, Defendant has done business under the laws of the State of
20 California, has had places of business in California, including in this judicial district, and has employed
21 Aggrieved Employees in this judicial district.

22 21. At all relevant times, Defendant has been a “person” as defined in Cal. Lab. Code § 18
23 and Cal. Bus. & Prof. Code § 17201.

24 22. Defendant is also an “employer” within the meaning of the Labor Code and IWC Wage
25 Orders.

26 **SUBJECT MATTER JURISDICTION AND VENUE**

27 23. This Court has jurisdiction over Plaintiffs’ claims pursuant to the Cal. Lab. Code
28 because Plaintiffs reside in California. This Court has further jurisdiction over PAGA Plaintiffs’ claims

1 for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendant because Defendant
2 is authorized to do business in California, in fact does business in the State of California, and employs
3 workers in the State of California.

4 24. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
5 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
6 liability and the cause or some part of the cause arose in this County.

7 **FACTUAL ALLEGATIONS**

8 25. At all relevant times herein, Defendant provides a portfolio of services throughout the
9 State of California, including transportation, vehicle rental, and moving services. Defendant is
10 registered to do business in the State of California. Defendant employs thousands of workers and
11 conducts extensive activities in the State of California.

12 26. Plaintiffs and Aggrieved Employees are current and former exempt and non-exempt
13 employees of Defendant who worked at Defendant's California facility locations. PAGA Plaintiffs are
14 informed, believe, and thereon allege that the Aggrieved Employees perform work similar to them, in
15 that they support the daily functions of running Defendant's business activities.

16 27. PAGA Plaintiffs are informed, believe, and thereon allege that Defendant employs, and
17 has employed, hundreds of exempt and non-exempt workers in the State of California, including but
18 not limited to general managers, customer service representatives, assistant managers, truck drivers,
19 facility maintenance supervisors, transfer drivers, resident managers, facility housekeepers and other
20 position with similar job duties.

21 28. PAGA Plaintiffs are informed, believe, and based thereon, allege that Aggrieved
22 Employees are employed by Defendant in a similar manner throughout the State of California,
23 including in this County, and perform work materially similar to Plaintiffs.

24 29. Aggrieved Employees perform their jobs under Defendant's supervision using
25 materials and technology approved and supplied by Defendant.

26 30. Aggrieved Employees are required to follow and abide by Defendant's common work,
27 time, and pay policies and procedures in the performance of their job duties.

28 31. At the end of each pay period, Aggrieved Employees receive wages from Defendant

1 that are determined by common systems and methods that Defendant selects and controls.

2 32. PAGA Plaintiffs are informed, believe, and thereon allege that Defendant's policies and
3 practices have at all relevant times been similar for PAGA Plaintiffs and Aggrieved Employees.

4 33. Plaintiffs Miles, Tellez, Carroll, Parker, Garron, and Wayne and each worked more than
5 (8) eight hours in a day and forty (40) hours in a week for at least one (1) workweek during the four
6 (4) years before this Complaint was filed.²

7 34. Upon information and belief, Aggrieved Employees who are Defendant's full-time
8 employees worked more than eight (8) hours per day and more than forty (40) hours in at least one (1)
9 workweek during the one year before this Complaint was filed.

10 35. Defendant regularly fails to compensate Plaintiffs and Aggrieved Employees for all
11 hours worked, including minimum wage and overtime. As a matter of practice, Defendant routinely
12 requires that Plaintiffs and Aggrieved Employees perform uncompensated and unrecorded work
13 outside of their scheduled shifts, *i.e.*, "off-the-clock." For example, Defendant requires that Plaintiffs
14 and Aggrieved Employees continue to assist customers and communicate with supervisors via phone
15 calls and text messages when they are not clocked in for work, *i.e.*, after clocking out at the end of
16 their shift and during clocked out meal breaks. Plaintiffs and Aggrieved Employees regularly clock
17 out of work and come across customers during their meal breaks and/or after the end of their shift.
18 Under these circumstances, and despite being off-the-clock, Defendant instructs them to assist these
19 customers. Similarly, Plaintiffs and Aggrieved Employees must communicate with supervisors,
20 managers, and customers via text and telephone regarding the status of truck rentals while off-the-
21 clock after business hours and during their days off. Defendant also requires Plaintiff Carroll and
22 Aggrieved Employees holding a resident manager position or similar positions to move and park
23 vehicles and trailers in outside parking lots, and commute to the bank to make deposits on its behalf
24 after they clocked out for the end of their shifts. As a result, Plaintiffs and Aggrieved Employees
25 worked up to several hours each day while off-the-clock and therefore without compensation.

26 36. Plaintiffs are prohibited from reporting this additional off-the-clock work due to

27 ² While Plaintiffs' shifts may vary in length, Plaintiffs were scheduled to work at least eight hours per shift,
28 approximately five shifts per week. Plaintiffs were scheduled to work approximately 40 hours or more per
week.

1 Defendant's strict overtime authorization policy. Defendant's overtime policy subjects Plaintiffs and
2 Aggrieved Employees to discipline if they work overtime without pre-authorization. As a result, and
3 in order to avoid running afoul of Defendant's strict overtime policy, Plaintiffs and Aggrieved
4 Employees do not report their off-the-clock work and instead are required to clock out on time for
5 scheduled meal breaks and at the end of each shift even when they continue working.

6 37. Moreover, Defendant does not compensate Plaintiffs Ingraham, Lyle, Williams, Olson
7 and those Aggrieved Employees who are Defendant's part-time employees at their overtime rate of
8 one and one-half times their regular rate of pay when working over eight hours per day.

9 38. Further, Defendant's electronic timeclocks fail frequently, preventing Plaintiffs and
10 Aggrieved Employees from clocking in at the start of their shift. Plaintiffs and Aggrieved Employees
11 are required to either return to the timeclock machine to clock in once fixed, often as much as 30-
12 minutes after starting to work or more, or Plaintiffs and Aggrieved Employees' supervisors enter their
13 time manually based on pre-scheduled shifts and rough estimates. When returning to the timeclock
14 machine, Plaintiffs and Aggrieved Employees are only able to record the then current time as their
15 start time and are unable to record the actual start time of their shifts. When Plaintiffs and Aggrieved
16 Employees' supervisors manually enter their time, it is often inaccurate and accounts for less time than
17 actually worked. As a result, Plaintiffs and Aggrieved Employees often perform up to 30 more minutes
18 of off-the-clock work per shift.

19 39. For Plaintiffs Lyle and Wayne, and those Aggrieved Employees holding positions
20 requiring them to work outside of Defendant's locations, they are instructed to download and use the
21 "Workday" app on their personal cell phones to clock in and out of work instead of using Defendant's
22 electronic timeclock. However, because those Plaintiffs and Aggrieved Employees work from remote
23 locations often lacking cellphone service, they are frequently unable to use the "Workday" app when
24 initially attempting to clock in and are therefore forced to drive around in the area in search for
25 sufficient cellphone service allowing them to use the app and clock in. It takes up to 10 minutes each
26 day for those Plaintiffs and Aggrieved Employees to find cell phone service allowing them to clock in
27 via the "Workday" app. However, Defendant does not record or compensate those Plaintiffs and
28 Aggrieved Employees for this time.

1 40. Plaintiffs Miles, Tellez, Carroll, Parker, Garron, Wayne, and other Aggrieved
2 Employees consistently work eight (8) or more hours per day and forty (40) or more hours per week.
3 Therefore, this time spent working while off-the-clock and during unpaid meal periods, goes
4 unrecorded and uncompensated when it should be paid at overtime rates as required by California law.

5 41. Plaintiffs and Aggrieved Employees are also systematically denied compliant meal and
6 rest periods. Defendant instructs Plaintiffs and Aggrieved Employees to clock out for their meal breaks
7 but, as mentioned above, requires that they remain available to, and that they continue working
8 throughout each break to answer questions from managers, supervisors, and customers. Finally,
9 Defendant instructed Plaintiffs Wayne Ingraham and Aggrieved Employees who are U-Haul drivers
10 to eat while driving their truck instead of stopping for a 30-minute meal break.

11 42. When Plaintiffs and Aggrieved Employees do attempt a meal period it is often
12 interrupted, untimely, and/or short. As a result, Plaintiffs and Aggrieved Employees do not receive
13 duty-free, uninterrupted, and timely 30-minute meal periods during which they should be completely
14 relieved of any duty, by the end of the fifth hour of work.

15 43. When Plaintiffs Miles, Tellez, Carroll, Parker, Wayne, and Aggrieved Employees are
16 required to work longer shifts lasting ten hours or more, they are systematically denied a second meal
17 break by the end of the tenth hour of work.

18 44. For the same or similar reasons, Plaintiffs and Aggrieved Employees also do not receive
19 compliant ten minute off-duty rest breaks before the fourth hour of work and again, before the eighth
20 hour of work. In the rare instance when Plaintiffs and Aggrieved Employees attempt a rest break, such
21 is routinely untimely, shortened, and/or interrupted.

22 45. Despite failing to provide Plaintiffs and Aggrieved Employees compliant meal and rest
23 periods, Defendant does not pay requisite premiums to Plaintiffs and Aggrieved Employees for these
24 non-compliant meal and rest periods.

25 46. Plaintiffs are informed, believe, and thereon allege that all non-exempt employees of
26 Defendant are subject to the same or similar unlawful timekeeping and compensation policies and
27 practices.

28 47. In addition, Defendant fails to reimburse Plaintiffs and Aggrieved Employees for all

1 necessary business expenditures. Although Defendant provides in store pocket tablets to Plaintiffs and
2 Aggrieved Employees, these are frequently broken and there are never enough for all Plaintiffs and
3 Aggrieved Employees, therefore Defendant requires Plaintiffs and Aggrieved Employees to constantly
4 use their cell phones to communicate with their supervisors regarding their work duties. Plaintiffs and
5 Aggrieved Employees receive multiple phone calls, text messages, and emails each day on their
6 personal cell phones regarding damages to U-Haul vehicles, requests for assistance on electricity and
7 plumbing issues, and instructions for work related tasks. Plaintiffs and Aggrieved Employees are also
8 required to use the GPS on their personal cell phones to navigate between store locations, and
9 supervisors called and texted them on their personal cell phones to inquire about job status. Defendant
10 also requires Plaintiffs and Aggrieved Employees to download and use the “Workday” app on their
11 personal cell phones. Plaintiffs Lyle, Ingraham, and Wayne, and those Aggrieved Employees holding
12 positions requiring them to work outside of the store use the “Workday” app for timekeeping purposes,
13 *i.e.*, to clock in and out of work. Defendant also required Plaintiffs and Aggrieved Employees to use
14 their personal cell phones to check in U-Haul trucks, process rentals of U-Haul trucks, and conduct
15 inventory on storage units. Although Defendant had some scanners available for Plaintiffs and
16 Aggrieved Employees to use and perform these tasks, Defendant encourages them to use their personal
17 cell phones instead. In addition, Plaintiffs Lyle and Wayne, and those Aggrieved Employees with job
18 positions that require them to perform maintenance and deal directly with the U-Haul trucks and
19 trailers, are required to purchase tools such as, *inter alia*, gloves, screw drivers, and rubber mallets, in
20 order to perform their daily job duties. Defendant does not reimburse Plaintiffs and Aggrieved
21 Employees for any of these business expenditures, even though it should be fully reimbursed under
22 California law.

23 48. Plaintiffs are informed, believe, and thereon allege that all exempt and non-exempt
24 employees of Defendant are subject to the same or similar unlawful business expenditures policies
25 and practices.

26 49. Defendant’s common course of wage-and-hour abuse also includes routinely failing to

27 50. maintain true and accurate records of the hours worked by Plaintiffs and Aggrieved
28 Employees. As a result of the aforementioned violations, Plaintiffs and Aggrieved Employees are

1 provided with untrue and inaccurate wage statements as such statement do not reflect the correct
2 amount of gross and net wages earned, including overtime compensations and premium pay for non-
3 complaint meal and/or rest periods, nor the correct total hours worked by Plaintiffs and Aggrieved
4 Employees.

5 51. Additionally, Plaintiffs and Aggrieved Employees do not receive all wages owed during
6 employment and following separation from employment, including minimum wage and overtime
7 compensation for time spent working while off-the-clock and above eight (8) hours per day and/or
8 forty (40) hours per week, as well as requisite premium payments for non-compliant meal and/or rest
9 periods, giving rise to waiting time penalties.

10 52. PAGA Plaintiffs are informed, believe, and thereon allege that Defendant's unlawful
11 conduct has been widespread, repeated, and consistent as to all Aggrieved Employees and throughout
12 Defendant's operations in the State of California.

13 **FIRST CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **Pursuant to Cal. Lab. Code §§ 200, 204, 1194 and 1198**

16 **(On Behalf of Plaintiffs, Individually)**

17 53. Plaintiffs reallege and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 54. Defendant willfully engages in a policy and practice of not compensating Plaintiffs for
20 all hours worked spent in its control.

21 55. As alleged above, in violation of California law, Defendant refuses to provide Plaintiffs
22 with compensation for all time worked. Defendant requires Plaintiffs to perform numerous tasks while
23 off-the-clock outside of their scheduled shifts and to remain on duty while clocked out for meal
24 periods, time which Defendant neither record nor compensate them for, resulting in under-
25 compensation of Plaintiffs.

26 56. Cal. Lab. Code section 200 defines wages as "all amounts for labor performed by
27 employees of every description, whether the amount is fixed or ascertained by the standard of time,
28 task, piece, commission basis or method of calculation."

57. Cal. Lab. Code section 204 provides in relevant part that “all wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

58. Cal. Lab. Code section 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

59. Cal. Lab. Code section 1198 makes it unlawful for employers to employ persons under conditions that violate the Wage Orders.

60. IWC Wage Orders 4-2001(2)(K) and 9-2001(H) define hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

61. Defendant requires Plaintiffs to work off-the-clock without compensation. In other words, Plaintiffs are forced to perform work for the benefit of Defendant without compensation.

62. In violation of California law, Defendant knowingly and willfully refuses to perform its obligations to provide Plaintiffs with compensation for all time worked. Defendant regularly fails to track all time actually worked by Plaintiffs and regularly fails to compensate Plaintiffs for all hours worked. Therefore, Defendant commits the acts alleged herein knowingly and willfully, and in conscious disregard of Plaintiffs' rights. Thus, Plaintiffs are entitled to recover nominal, actual, and compensatory damages, plus interest, attorneys' fees, expenses, and costs of suit.

63. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in an amount according to proof at time of trial.

64. Wherefore, Plaintiffs request relief as hereinafter provided.

SECOND CAUSE OF ACTION

Failure to Pay Minimum Wages

Pursuant to Cal. Lab. Code §§ 1182.12, 1194, and 1197

(On Behalf of Plaintiffs, Individually)

65. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth

1 herein.

2 66. Defendant fails to compensate Plaintiffs with at least the minimum wage for all hours
3 worked or spent in Defendant's control because Plaintiffs are regularly required to work "off-the-
4 clock."

5 67. During the applicable statutory period, Cal. Lab. Code sections 1182.12, 1197, and the
6 Minimum Wage Orders were in full force and effect and required that Defendant's hourly employees
7 located within the city of Ontario, including Plaintiff, receive the minimum wage for all hours worked
8 at the rate of thirteen dollars (\$13.00) commencing January 1, 2020, at the rate of fourteen dollars
9 (\$14.00) commencing January 1, 2021; at the rate of fifteen dollars (\$15.00) commencing January 1,
10 2022; and at the rate of fifteen dollars and fifteen cents (\$15.50) commencing January 1, 2023.

11 68. IWC Wage Orders 4-2001(2)(K) and 9-2001(H) define hours worked as "the time
12 during which an employee is subject to the control of an employer and includes all the time the
13 employee is suffered or permitted to work, whether or not required to do so."

14 69. Cal. Lab. Code section 1194(a) provides as follows:
15 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
16 than the legal minimum wage or the legal overtime compensation applicable to the
17 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys' fees, and costs of suit.

18 70. As detailed above, Plaintiffs routinely worked off-the-clock, which is time worked that
19 went uncompensated at the appropriate minimum wage.

20 71. Because of Defendant's policies and practices with regard to compensating Plaintiffs,
21 Defendant has failed to pay minimum wages as required by law. Plaintiffs frequently performed work
22 for which he was compensated below the statutory minimum, as determined by the IWC and the
23 California Labor Code.

24 72. Cal. Lab. Code section 1194.2 provides that, in any action under section 1194 to recover
25 wages because of the payment of a wage less than minimum wage fixed by an order of the commission,
26 an employee shall be entitled to recover liquidated damages in an amount equal to the wages
27 unlawfully unpaid and interest thereon.

28 73. As a direct and proximate result of the unlawful acts and/or omissions of Defendant,

1 Plaintiffs have been deprived of minimum wages in an amount to be determined at trial, and is entitled
2 to a recovery of such amount, plus liquidated damages, plus interest thereon, attorneys' fees, and costs
3 of suit pursuant to Cal. Lab. Code sections 1194, 1194.2 and 1197.1.

4 74. Wherefore, Plaintiffs request relief as hereinafter provided.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay Overtime Wages**

7 **Pursuant to Cal. Lab. Code §§ 200, 510, 1194**

8 **(On Behalf of Plaintiffs, Individually)**

9 75. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
10 herein.

11 76. Defendant does not compensate Plaintiffs with appropriate overtime as required by
12 California law.

13 77. Cal. Lab. Code section 510 provides as follows:

14 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
15 workday and any work in excess of 40 hour in any one workweek and the first eight
16 hours worked on the seventh day of work in any one workweek shall be compensated
17 at the rate of no less than one and one-half times the regular rate of pay for an employee.
18 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
19 than twice the regular rate of pay for an employee. In addition, any work in excess of
20 eight hours on any seventh day of a workweek shall be compensated at the rate of no
21 less than twice the regular rate of pay of an employee.

22 78. The IWC Wage Orders 4-2001(3)(A)(1) and 9-2001(3)(A)(1) state:

23 [E]mployees shall not be employed more than eight (8) hours in any workday or more
24 than 40 hours in any workweek unless the employee receives one and one-half (1 ½)
25 times such employee's regular rate of pay for all hours worked over 40 hours in the
26 workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight
27 (8) hours in any workday or more than six (6) days in any workweek is permissible
28 provided the employee is compensated for such overtime at not less than: . . . One and
on behalf (1 ½) times the employee's regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in any workday, and for the first eight
(8) hours worked on the seventh (7th) consecutive day of work in a workweek; and . . .
[d]ouble the employee's regular rate of pay for all hours worked in excess of 12 hours
in any workday and for all hours worked in excess of eight (8) hours on the seventh
(7th) consecutive day of work in a workweek.

79. Cal. Lab. Code section 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less

1 than the legal minimum wage or the legal overtime compensation applicable to the
2 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys' fees, and costs of suit.

3 80. Cal. Lab. Code section 200(a) defines wages as "all amounts for labor performed by
4 employees of every description, whether the amount is fixed or ascertained by the standard of time,
5 task, piece, commission basis, or other method of calculation." All such wages are subject to California
6 overtime requirements, including those set forth above.

7 81. Defendant regularly requires Plaintiffs to work in excess of eight hours per day and
8 forty hours per week. However, Defendant either (1) does not compensate Plaintiffs for all work
9 performed while "off-the-clock", including overtime compensation; or (2) when overtime premiums
10 were paid, Defendant does not pay Plaintiffs' proper overtime rate.

11 82. Plaintiffs work "off-the-clock" overtime hours for the benefit of Defendant without
12 being paid overtime premiums in violation of the Cal. Lab. Code, the applicable IWC Wage Orders,
13 and other applicable law.

14 83. Defendant has knowingly and willfully refused to perform its obligation to compensate
15 Plaintiffs for all premium wages for overtime work. As a proximate result of the aforementioned
16 violations, Defendant has damaged Plaintiffs in an amount to be determined at trial.

17 84. Defendant is liable to Plaintiffs for the unpaid overtime and statutory penalties, with
18 interest thereon. Plaintiffs are entitled to liquidated damages, plus interest thereon, and to an award of
19 attorney's fees and costs as set forth below.

20 85. Wherefore, Plaintiffs require relief as hereinafter provided.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Authorize and Permit and/or Make Available Meal Periods**

23 **Pursuant to Cal. Lab. Code §§ 226.7 and 512**

24 **(On Behalf of Plaintiffs, Individually)**

25 86. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
26 herein.

27 87. Cal. Lab. Code sections 226.7 and 512 and the applicable Wage Orders require
28 Defendant to authorize and permit meal periods to its employees. Cal. Lab. Code sections 226.7, 512,

1 and the Wage Orders prohibit employers from employing a non-exempt worker for more than five
2 hours without providing a meal period of not less than thirty minutes, and from employing a non-
3 exempt worker for more than ten hours per day without providing a second meal period of not less
4 than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period,
5 the employee is considered “on duty” and the meal or rest period is counted as time worked under the
6 applicable Wage Orders.

7 88. Under Cal. Lab. Code section 226.7(b) and the applicable Wage Orders, an employer
8 who fails to provide required meal period must, as compensation, pay the employee one hour of pay
9 at the employee’s regular rate of compensation for each workday that the meal period was not
10 authorized and permitted. Similarly, an employer must pay an employee denied a required rest period
11 one hour of pay at the employee’s regular rate of compensation for each workday that the rest period
12 was not authorized and permitted and/or not made available.

13 89. Despite these requirements, Defendant knowingly and willfully refuses to perform its
14 obligations to authorize and permit and/or make available to Plaintiffs the ability to take the off-duty
15 meal periods to which they are entitled. Defendant also fails to pay Plaintiffs one hour of pay for each
16 day Plaintiffs are denied compliant off-duty meal periods. Defendant’s conduct described herein
17 violates Cal. Lab. Code sections 226.7 and 512. Therefore, pursuant to Cal. Lab. Code section
18 226.7(b), Plaintiffs are entitled to compensation for the failure to authorize and permit and/or make
19 available meal periods, plus interest, attorneys’ fees, expenses, and costs of suit.

20 90. As a proximate result of the aforementioned violations, Plaintiffs have been damaged
21 in an amount according to proof at time of trial.

22 91. Wherefore, Plaintiffs request relief as hereinafter provided.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Authorize and Permit and/or Make Available Rest Periods**

25 **Pursuant to Cal. Lab. Code §§ 226.7**

26 **(On Behalf of Plaintiffs, Individually)**

27 92. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
28 herein.

93. Cal. Lab. Code sections 226.7 and the applicable Wage Orders require Defendant to authorize and permit rest periods to its employees. Cal. Lab. Code section 226.7 and the applicable Wage Orders also require employers to authorize and permit non-exempt workers to take ten minutes of net rest time per four hours or major fraction thereof of work, and to pay non-exempt workers their full wages during those rest periods. Unless the employee is relieved of all duty during the ten-minute rest period, the employee is considered “on duty” and the meal or rest period is counted as time worked under the applicable Wage Orders.

94. Under Cal. Lab. Code section 226.7(b) and the applicable Wage Orders, an employer must pay an employee denied a required rest period one hour of pay at the employee's regular rate of compensation for each workday that the rest period was not authorized and permitted and/or not made available.

95. Despite these requirements, Defendant knowingly and willfully refuses to perform its obligations to authorize and permit and/or make available to Plaintiffs the ability to take the off-duty rest breaks to which they are entitled. Defendant also fails to pay Plaintiffs one hour of pay for each day Plaintiffs are denied compliant off-duty rest breaks. Defendant's conduct described herein violates Cal. Lab. Code sections 226.7 and 512. Therefore, pursuant to Cal. Lab. Code section 226.7(b), Plaintiffs are entitled to compensation for the failure to authorize and permit and/or make available rest breaks, plus interest, attorneys' fees, expenses, and costs of suit.

96. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in an amount according to proof at time of trial.

97. Wherefore, Plaintiffs request relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Failure to Reimburse Business Expenditures

Pursuant to Cal. Lab. Code § 2802

(On Behalf of Plaintiffs, Individually)

98. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

99. Defendant does not reimburse Plaintiffs for all necessary expenditures and losses

1 incurred by Plaintiffs in direct consequence of the discharge of their work duties.

2 100. Cal. Lab. Code section 2802 provides in relevant part:

3 (a) An employer shall indemnify his or her employee for all necessary expenditures or
4 losses incurred by the employee in direct consequence of the discharge of his or her
5 duties, or of his or her obedience to the directions of the employer, even though
6 unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful. . . . (c) For purposes of this section, the term “necessary expenditures or
losses” shall include all reasonable costs, including, but not limited to, attorney’s fees
incurred by the employee enforcing the rights granted by this section.

7 101. Defendant regularly requires Plaintiffs to use their personal cellphones for work-related
8 communications. Defendant, however, does not reimburse Plaintiffs for these expenditures.

9 102. Defendant has knowingly and willfully refused to reimburse Plaintiffs for their
10 necessarily incurred business expenses. These expenses include, but are not limited to, Plaintiffs’
11 requisite usage of their personal cellphones and personal internet, to perform their daily work duties.
12 In addition, Plaintiffs Lyle and Wayne, because they are required to perform maintenance and deal
13 directly with the U-Haul trucks and trailers, Defendant requires that they purchase tools such as, *inter*
14 *alia*, gloves, screw drivers, and rubber mallets, in order to perform their daily job duties. As employees
15 of Defendant, Plaintiffs reasonably and necessarily incur these expenses. As a proximate result of the
16 aforementioned violations, Defendant has damaged Plaintiffs in an amount to be determined at trial.
17 Defendant is liable to Plaintiffs for the unreimbursed expenses and civil penalties, with interest
18 thereon. Plaintiffs are entitled to an award of attorney’s fees and costs as set forth below.

19 103. Wherefore, Plaintiffs require relief as hereinafter provided.

20 **SEVENTH CAUSE OF ACTION**

21 **Failure to Provide Accurate Itemized Wage Statements**

22 **Pursuant to Cal. Lab. Code § 226**

23 **(On Behalf of Plaintiffs, Individually)**

24 104. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
25 herein.

26 105. Defendant does not provide Plaintiffs with accurate itemized wage statements as
27 required by California law.

28 106. Cal. Lab. Code section 226(a) provides:

1 An employer, semimonthly or at the time of each payment of wages, shall furnish to
2 his or her employees, either as a detachable part of the check, draft, or voucher paying
3 the employee's wages, or separately if wages are paid by personal check or cash, an
4 accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours
5 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
6 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
7 basis, (4) all deductions, provided that all deductions made on written orders of the
8 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
9 inclusive dates of the period for which the employee is paid, (7) the name of the
10 employee and only the last four digits of his or her social security number, (8) the name
11 and address of the legal entity that is the employer and, if the employer is a farm labor
12 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
13 legal entity that secured the services of the employer, and (9) all applicable hourly rates
14 in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee.

16 107. IWC Wage Orders 4-2001(7) and 9-2001(7) establish similar wage statement
17 requirements.

18 108. Cal. Lab. Code § 226.3 provides:

19 109. Cal. Lab. Code section 226(e) provides:

20 An employee suffering injury as a result of a knowing and intentional failure by an
21 employer to comply with subdivision (a) is entitled to recover the greater of all actual
22 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
23 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
24 not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to
25 an award of costs and reasonable attorney's fees.

26 110. Plaintiffs seek to recover the greater of their actual damages or civil penalties for each
27 failure by Defendant, alleged above, to provide Plaintiffs accurate, itemized wage statements in
28 compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In the
alternative, Plaintiffs seek to recover the greater of their actual damages or fifty dollars (\$50) for the
initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a
subsequent pay period, as well as costs and attorneys' fees under this section.

111. Defendant does not provide timely, accurate itemized wage statements to Plaintiffs in
accordance with Cal. Lab. Code section 226(a) and the IWC Wage Orders. The wage statements
Defendant provides Plaintiffs do not accurately reflect the actual hours worked, including overtime
compensation, actual gross wages earned, or actual net wages earned.

112. Defendant is liable to Plaintiffs for the amounts described above in addition to the
statutory penalties set forth below, with interest thereon. Furthermore, Plaintiffs are entitled to an

award of attorneys' fees and costs as set forth below, pursuant to Cal. Lab. Code section 226(e).

113. Wherefore, Plaintiffs request relief as hereinafter provided.

EIGHTH CAUSE OF ACTION

Failure to Pay All Wages Owed Upon Separation from Employment

Pursuant to Cal. Lab. Code §§ 201-203

(On Behalf of Plaintiffs, Individually)

114. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

115. Defendant did not provide Plaintiffs with all wages owed when due under California law after Plaintiffs' employment with Defendant ended.

116. Cal. Lab. Code section 201 provides:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

117. Cal. Lab. Code section 202 provides:

If an employee not having a written contract for a definite period 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 previous 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.

118. Cal. Lab. Code section 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

119. Plaintiffs left their employment with Defendant during the statutory period, at which time Defendant owed them unpaid wages. These earned, but unpaid, wages derive from time spent working for the benefit of Defendant while "off-the-clock", which went unrecorded.

120. Defendant willfully refused to pay Plaintiffs all the wages that were due and owed to them, in the form of uncompensated "off-the-clock" time, including overtime compensation, and meal and/or rest period penalties. As a result of Defendant's unlawful actions, Plaintiffs have suffered and continue to suffer substantial losses, including lost earnings, and interest.

121. Defendant's willful failure to pay Plaintiffs the wages due and owned to them constitutes a violation of Cal. Lab. Code sections 201-202. As a result, Defendant is liable to Plaintiffs for all penalties owing pursuant to Cal. Lab. Code sections 201-203.

122. In addition, Cal. Lab. Code section 203 provides that an employee's wages will continue as a penalty up to thirty days from the time the wages were due. Therefore, Plaintiffs are entitled to penalties pursuant to Cal. Lab. Code section 203, plus interest.

123. Wherefore, Plaintiffs request relief as hereinafter provided.

NINTH CAUSE OF ACTION

Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

(On Behalf of Plaintiffs, Individually)

124. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

125. The UCL prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

126. Cal. Bus. & Prof. Code § 17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

127. Cal. Lab. Code § 90.5(a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

128. Beginning at an exact date unknown to Plaintiffs, but at least since the date four years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the UCL, by engaging in the unlawful, unfair, and fraudulent business acts and practices described in this Complaint, including, but not limited to:

- a. violations of Cal. Lab. Code § 1194 and IWC Wage Orders 4-2001 and 9-2001 pertaining to payment of wages, including minimum wage, for all hours worked;

- b. violations of Cal. Lab. Code § 510 and IWC Wage Orders 4-2001 and 9-2001 pertaining to overtime;
- c. violations of Cal. Lab. Code §§ 226.7 and 512 and Wage Orders 4-2001 and 9-2001 pertaining to meal and rest breaks;
- d. violations of Cal. Lab. Code § 2802 pertaining to reimbursement of business expenses;
- e. violations of Cal. Lab. Code § 226 regarding accurate, timely itemized wage statements; and
- f. violations of Cal. Lab. Code §§ 201-302 pertaining to payment of all due wages upon separation from employment.

129. The acts and practices described above constitute unfair, unlawful, and fraudulent business practices, and unfair competition, within the meaning of Cal. Bus. & Prof. Code §§ 17200, *et seq.* Among other things, the acts and practices have failed to reimburse Plaintiffs for business expenses he incurred that were necessary to perform their job duties, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

130. As a direct and proximate result of the aforementioned acts and practices, Plaintiffs have suffered a loss of money and property, which are due and payable to them.

131. Cal. Bus. & Prof. Code § 17203 provides that the Court may restore to any person in interest any money or property which may have been acquired by means of such unfair competition. Plaintiffs are entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17203 for all payments unlawfully withheld from them during the four-year period prior to the filing of this Complaint. Plaintiffs' success in this action will enforce important rights affecting the public interest. Plaintiffs seek and are entitled to reimbursement, declaratory relief and all other equitable remedies owing to them.

132. Plaintiffs herein takes upon themselves enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiffs by forcing him to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Cal. Code

1 Civ. Proc. § 1021.5 and otherwise.

2 133. Wherefore, Plaintiffs request relief as hereinafter provided.

3 **TENTH CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **for Violations of Cal. Lab. Code §§ 204, 1194, and 1198**

6 134. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set
7 forth herein.

8 135. PAGA Plaintiffs allege that Defendant engages in a policy and practice of not
9 compensating Aggrieved Employees for all hours worked or spent in their control. Defendant regularly
10 requires Aggrieved Employees to perform uncompensated off-the-clock work.

11 136. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
12 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
13 commission basis or method of calculation.”

14 137. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
15 employment are due and payable twice during each calendar month....”

16 138. Cal. Lab. Code § 1194(a) provides as follows:

17 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
18 than the legal minimum wage or the legal overtime compensation applicable to the
19 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys’ fees, and costs of suit.

20 139. IWC Wage Orders, 4-2001(2)(G) and 9-2001(2)(H), defines hours worked as “the time
21 during which an employee is subject to the control of an employer, and includes all the time the
22 employee is suffered or permitted to work, whether or not required to do so.”

23 140. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
24 conditions that violate the Wage Order.

25 141. As alleged above, in violation of California law, Defendant refuses to provide
26 Aggrieved Employees with compensation for all time worked. Defendant requires PAGA Plaintiffs
27 and Aggrieved Employees to perform numerous tasks while off-the-clock outside of their scheduled
28 shifts and to remain on duty while clocked out for meal periods, time which Defendant neither record

1 nor compensate them for, resulting in widespread under-compensation of Aggrieved Employees.

2 142. Therefore, Defendant committed, and continues to commit, the acts alleged herein in
3 conscious disregard of the Aggrieved Employees' rights.

4 143. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
5 each Aggrieved Employee per pay period for the initial violation of a Cal. Lab. Code provision that
6 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
7 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
8 each Aggrieved Employee per pay period for each subsequent violation of a Cal. Lab. Code provision
9 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees.

11 144. PAGA Plaintiffs seek to recover civil penalties from Defendant for their failure to pay
12 for all hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on
13 behalf of themselves, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
14 Code § 2699(f).

15 145. PAGA Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
16 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and themselves,
17 for Defendant's violations of Cal. Lab. Code provisions including but not limited to Cal. Lab. Code §
18 558(a).

19 146. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
20 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
21 ("LWDA") with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
22 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
23 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales' class claims, compelled
24 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
25 4, 2023, Gonzalez and Plaintiffs Lyle, Carroll and Parker provided the LWDA with an amended notice
26 of their intention to file this claim. Thereafter, on February 17, 2023, Gonzalez and Plaintiff Wayne
27 also provided the LWDA with an amended notice of their intention to file this claim. At least sixty-
28 five calendar days have passed without a response from the LWDA. Plaintiffs satisfied the

1 administrative prerequisites to commence this civil action in compliance with Cal. Lab Code §
2 2699.3(a).

3 147. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
4 Employees for the civil penalties set forth in this Complaint, with interest thereon. Plaintiffs Lyle,
5 Carroll, Parker and Wayne are also entitled to an award of attorneys' fees and costs as set forth below.

6 148. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.

7 **ELEVENTH CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

9 **for Violations of Cal. Lab. Code §§ 1182.12, 1194, and 1197**

10 149. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set
11 forth herein.

12 150. During the applicable statutory period, Cal. Lab. Code §§ 1182.12 and 1197, and the
13 Minimum Wage Order were in full force and effect, and required that Defendant's hourly employees
14 receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece
15 rate, or any other basis, at the rate of thirteen dollars (\$13.00) commencing January 1, 2020, at the rate
16 of fourteen dollars (\$14.00) commencing January 1, 2021; at the rate of fifteen dollars (\$15.00)
17 commencing January 1, 2022; and at the rate of fifteen dollars and fifteen cents (\$15.50) commencing
18 January 1, 2023.

19 151. IWC Wage Orders 4-2001(2)(G) and 9-2001(2)(H) defines hours worked as "the time
20 during which an employee is subject to the control of an employer, and includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so."

22 152. Cal. Lab. Code § 1194 provides as follows:

23 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
24 than the legal minimum wage or the legal overtime compensation applicable to the
25 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys' fees, and costs of suit.

26 153. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
27 conditions that violate the Wage Orders.

28 154. Defendant's policies and practices with regard to compensating PAGA Plaintiffs and

1 Aggrieved Employees, as alleged herein, have resulted in PAGA Plaintiffs and Aggrieved Employees
2 frequently performing work while off-the-clock for which Defendant compensates them below the
3 statutory minimum wage.

4 155. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
5 each Aggrieved Employee per pay period for the initial violation of a Cal. Lab. Code provision that
6 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
7 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
8 each Aggrieved Employee per pay period for each subsequent violation of a Cal. Lab. Code provision
9 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees.

11 156. PAGA Plaintiffs seek to recover civil penalties from Defendant for their failure to pay
12 minimum wages in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California on
13 behalf of themselves, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
14 Code § 2699(f).

15 157. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
16 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
17 (“LWDA”) with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
18 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
19 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales’ class claims, compelled
20 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
21 4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an
22 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
23 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
24 this claim. At least sixty-five calendar days have passed without a response from the LWDA. Plaintiffs
25 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
26 Code § 2699.3(a).

27 158. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
28 Employees for the civil penalties set forth in this Complaint, with interest thereon. PAGA Plaintiffs

are also entitled to an award of attorneys' fees and costs as set forth below.

159. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.

TWELFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

for Violations of Cal. Lab. Code §§ 510 and 1194

160. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

161. Defendant does not properly compensate PAGA Plaintiffs, and Aggrieved Employees with appropriate overtime premiums, as required by California law.

162. Cal. Lab. Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

163. Cal. Lab. Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

164. Cal. Lab. Code § 200 defines wages as "all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

165. As a result of Defendant's unlawful overtime policies and practices, as alleged herein, Aggrieved Employees have worked overtime hours for Defendant without being paid overtime premiums in violation of the Cal. Lab. Code, the applicable IWC Wage Orders, and other applicable law.

166. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation of a Cal. Lab. Code provision that

1 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
2 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
3 each Aggrieved Employee per pay period for each subsequent violation of a Cal. Lab. Code provision
4 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
5 employees.

6 167. PAGA Plaintiffs seek to recover civil penalties from Defendant for its failure to pay
7 overtime wages in violation of Cal. Lab. Code §§ 510 and 1194 and the applicable Wage Orders
8 throughout California on behalf of themselves, the State of California, and other Aggrieved Employees
9 pursuant to Cal. Lab. Code § 2699(f).

10 168. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
11 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
12 (“LWDA”) with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
13 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
14 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales’ class claims, compelled
15 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
16 4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an
17 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
18 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
19 this claim. At least Sixty-five calendar days have passed without a response from the LWDA. Plaintiffs
20 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
21 Code § 2699.3(a).

22 169. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
23 Employees for the civil penalties set forth in this Complaint, with interest thereon. PAGA Plaintiffs
24 are also entitled to an award of attorneys’ fees and costs as set forth below.

25 170. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.
26
27
28

THIRTEENTH CAUSE OF ACTION

**Penalties Pursuant to Cal. Lab. Code § 2699(f)
for Violations of Cal. Lab. Code §§ 226.7 and 512**

171. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth herein.

172. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Orders require Defendant to authorize and permit meal periods to their employees. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Orders prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period, the employee is considered “on duty” and the meal period is counted as time worked under the applicable Wage Orders.

173. Cal. Lab. Code § 512(a) provides:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

174. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer who fails to authorize, permit, and/or make available a required meal period must, as compensation, pay the employee one hour of pay at the employee’s regular rate of compensation for each workday that the meal period was not authorized and permitted.

175. Despite these requirements, Defendant refuses to perform their obligation to authorize and permit and/or make available to Plaintiffs Lyle, Carroll, Parker and Wayne and Aggrieved Employees the ability to take the off-duty meal periods to which they are entitled.

176. Defendant also fails to pay Plaintiffs Lyle, Carroll, Parker and Wayne, and Aggrieved Employees one hour of pay for each off-duty meal period that they are denied. Defendant’s conduct described herein violates Cal. Lab. Code §§ 226.7 and 512.

177. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for

1 each Aggrieved Employee per pay period for the initial violation of a Cal. Lab. Code provision that
2 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
3 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
4 each Aggrieved Employee per pay period for each subsequent violation of a Cal. Lab. Code provision
5 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
6 employees.

7 178. PAGA Plaintiffs seek to recover civil penalties from Defendant for their violations of
8 the meal period requirements of Cal. Lab. Code §§ 226.7 and 512 throughout California on behalf of
9 themselves, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code §
10 2699(f).

11 179. PAGA Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for the
12 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and themselves,
13 for Defendant's violations of Cal. Lab. Code provisions including but not limited to Cal. Lab. Code
14 §§ 512.

15 180. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
16 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
17 ("LWDA") with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
18 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
19 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales' class claims, compelled
20 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
21 4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an
22 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
23 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
24 this claim. At least sixty-five calendar days have passed without a response from the LWDA. Plaintiffs
25 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
26 Code § 2699.3(a).

27 181. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
28 Employees for the civil penalties set forth in this Complaint, with interest thereon. Plaintiffs Lyle,

1 Carroll, Parker and Wayne are also entitled to an award of attorneys' fees and costs as set forth below.

2 182. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.

3 **FOURTEENTH CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **for Violations of Cal. Lab. Code § 226.7**

6 183. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set
7 forth herein.

8 184. Cal. Lab. Code § 226.7 and the applicable Wage Orders require Defendant to authorize
9 and permit rest periods to their employees. Cal. Lab. Code § 226.7 and the applicable Wage Orders
10 require employers to authorize and permit employees to take ten minutes of net rest time per four hours
11 or major fraction thereof of work, and to pay employees their full wages during those rest periods.
12 Unless the employee is relieved of all duty during the ten-minute rest period, the employee is
13 considered "on duty" and the rest period is counted as time worked under the applicable Wage Orders.

14 185. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer must
15 pay an employee denied a required rest period one hour of pay at the employee's regular rate of
16 compensation for each workday that the rest period was not authorized and permitted and/or not made
17 available.

18 186. Despite these requirements, Defendant refuses to perform their obligation to authorize
19 and permit and/or make available to PAGA Plaintiffs and Aggrieved Employees the ability to take the
20 off-duty rest periods to which they are entitled.

21 187. Defendant also fails to pay PAGA Plaintiffs and Aggrieved Employees one hour of pay
22 for each off-duty rest period that they are denied. Defendant's conduct described herein violates Cal.
23 Lab. Code § 226.7.

24 188. Cal. Lab. § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each
25 Aggrieved Employee per pay period for the initial violation of a Cal. Lab. Code provision that does
26 not provide a civil penalty if, at the time of the violation, the employer employs one or more
27 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
28 each Aggrieved Employee per pay period for each subsequent violation of a Cal. Lab. Code provision

1 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
2 employees.

3 189. PAGA Plaintiffs seek to recover civil penalties from Defendant for their violations of
4 the rest period requirements of Cal. Lab. Code § 226.7 throughout California on behalf of themselves,
5 the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

6 190. PAGA Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
7 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and themselves,
8 for Defendant's violations of Cal. Lab. Code provisions including but not limited to Cal. Lab. Code §
9 558(a).

10 191. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
11 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
12 ("LWDA") with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
13 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
14 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales' class claims, compelled
15 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
16 4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an
17 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
18 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
19 this claim. At least sixty-five calendar days have passed without a response from the LWDA. Plaintiffs
20 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
21 Code § 2699.3(a).

22 192. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
23 Employees for the civil penalties set forth in this Complaint, with interest thereon. PAGA Plaintiffs
24 are also entitled to an award of attorneys' fees and costs as set forth below.

25 193. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.
26
27
28

1 **FIFTEENTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

3 **for Violations of Cal. Lab. Code § 226**

4 194. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set
5 forth herein.

6 195. Defendant does not provide PAGA Plaintiffs and the Aggrieved Employees with
7 accurate itemized wage statements as required by California law, as a result of the meal and rest period,
8 minimum wage overtime violations set forth above.

9 196. Cal. Lab. Code § 226(a) provides:

10 An employer, semimonthly or at the time of each payment of wages, shall furnish to
11 his or her employee, either as a detachable part of the check, draft, or voucher paying
12 the employee's wages, or separately if wages are paid by personal check or cash, an
13 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
14 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
15 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
16 basis, (4) all deductions, provided that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of his or her social security number or an
20 employee identification number other than a social security number, (8) the name and
21 address of the legal entity that is the employer ... and (9) all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee ... The deductions made from payment of wages shall be
24 recorded in ink or other indelible form, properly dated, showing the month, day, and
25 year, and a copy of the statement and the record of the deductions shall be kept on file
26 by the employer for at least three years at the place of employment or at a central
27 location within the State of California.

20 197. The IWC Wage Orders also establish this requirement. (*See* IWC Wage Orders 4-2001
21 and 9-2001).

22 198. Cal. Lab. Code § 226(e)(1) provides:

23 An employee suffering injury as a result of a knowing and intentional failure by an
24 employer to comply with subdivision (a) is entitled to recover the greater of all actual
25 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
26 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
27 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
28 an award of costs and reasonable attorney's fees.

27 199. The wage statements Defendant provides its employees, including the Aggrieved
28 Employees, do not reflect the actual gross wages earned, actual net wages earned, and actual hours

1 worked. Accordingly, Defendant has failed to provide timely, accurate itemized wage statements to
2 PAGA Plaintiffs and the Aggrieved Employees in accordance with Cal. Lab. Code § 226 and the IWC
3 Wage Orders.

4 200. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty
5 to be assessed and collected by the LWDA for a violation of the Cal. Lab. Code on behalf of herself
6 and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code § 2699.3.

7 201. Cal. Lab. Code § 2699(a) provides:

8 Notwithstanding any other provision of law, any provision of this code that provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards,
11 agencies or employees, for a violation of this code, may, as an alternative, be recovered
12 through a civil action brought by an Aggrieved Employee on behalf of himself or
13 herself and other current or former employees.

14 202. PAGA Plaintiffs seek to recover civil penalties from Defendant pursuant to Cal. Lab.
15 Code § 2699(a) for each failure by Defendant, alleged above, to provide PAGA Plaintiffs and
16 Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code §
17 226(a) in the amounts established by Cal. Lab. Code § 226(e). PAGA Plaintiffs seek such penalties as
18 an alternative to the penalties available under Cal. Lab. Code § 226(e), as prayed for herein.

19 203. Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
20 by Defendant, alleged above, to provide PAGA Plaintiffs and Aggrieved Employees an accurate,
21 itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by
22 Cal. Lab. Code § 226.3. In addition, PAGA Plaintiffs seek penalties in the amount established by Cal.
23 Lab. Code § 226(e)(1).

24 204. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
25 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
26 (“LWDA”) with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
27 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
28 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales’ class claims, compelled
his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an

1 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
2 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
3 this claim. At least sixty-five calendar days have passed without a response from the LWDA. Plaintiffs
4 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
5 Code § 2699.3(a).

6 205. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
7 Employees for the civil penalties set forth in this Complaint, with interest thereon. PAGA Plaintiffs
8 are also entitled to an award of attorneys' fees and costs as set forth below.

9 206. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.

10 **SIXTEENTH CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

12 **for Violations of Cal. Lab. Code § 2802**

13 207. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set
14 forth herein.

15 208. Defendant fails to reimburse PAGA Plaintiffs and Aggrieved Employees for all
16 business expenses incurred while on the job. As alleged herein, Defendant requires that PAGA
17 Plaintiffs and Aggrieved Employees constantly use their personal cellphone in the performance of their
18 work duties. Moreover, Defendant instructs Plaintiffs Lyle and Wayne and Aggrieved Employees with
19 job positions requiring them to perform maintenance on U-Haul trucks and trailers to purchase and
20 provide their own tools such as, *inter alia*, gloves, screw drivers, and rubber mallets. However,
21 Defendant does not reimburse them for these expenditures.

22 209. Cal. Lab. Code § 2802(a) provides as follows:

23 An employer shall indemnify his or her employee for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her
25 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

26 210. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
27 each Aggrieved Employee per pay period for the initial violation of a Cal. Lab. Code provision that
28 does not provide a civil penalty if, at the time of the violation, the employer employs one or more

1 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
2 each Aggrieved Employee per pay period for each subsequent violation of a Cal. Lab. Code provision
3 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
4 employees.

5 211. PAGA Plaintiffs seek to recover civil penalties from Defendant for their failure to
6 reimburse necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable Wage
7 Orders throughout California on behalf of the State of California and the Aggrieved Employees
8 pursuant to Cal. Lab. Code § 2699(f).

9 212. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
10 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
11 (“LWDA”) with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a
12 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
13 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales’ class claims, compelled
14 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
15 4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an
16 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
17 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
18 this claim. At least Sixty-five calendar days have passed without a response from the LWDA.
19 Plaintiffs satisfied the administrative prerequisites to commence this civil action in compliance with
20 Cal. Lab. Code § 2699.3(a).

21 213. Defendant is liable to the State of California and Aggrieved Employees for the civil
22 penalties set forth in this Complaint, with interest thereon. PAGA Plaintiffs are also entitled to an
23 award of attorneys’ fees and costs as set forth below.

24 214. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.

25 **SEVENTEENTH CAUSE OF ACTION**

26 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

27 **for Violations of Cal. Lab. Code §§ 201-203**

28 215. PAGA Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set

1 forth herein.

2 216. Defendant does not provide PAGA Plaintiffs and Aggrieved Employees with their full
3 wages upon separation from employment in violation of California law.

4 217. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
5 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
6 he or she quits, at the latest.

7 218. Cal. Lab. Code § 203 provides, in relevant part:

8 If an employer willfully fails to pay, without abatement or reduction, in accordance
9 with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who
10 is discharged or who quits, the wages of the employee shall continue as a penalty from
the due date thereof at the same rate until paid or until an action therefor is commenced;
but the wages shall not continue for more than 30 days.

11 219. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty
12 in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

13 220. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty
14 to be assessed and collected by the LWDA for a violation of the Cal. Lab. Code on behalf of himself
15 or herself and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code
16 § 2699.3.

17 221. Cal. Lab. Code § 2699(a) provides:

18 Notwithstanding any other provision of law, any provision of this code that provides
19 for a civil penalty to be assessed and collected by the Labor and Workforce
20 Development Agency or any of its departments, divisions, commissions, boards,
agencies or employees, for a violation of this code, may, as an alternative, be recovered
21 through a civil action brought by an Aggrieved Employee on behalf of himself or
herself and other current or former employees.

22 222. PAGA Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each
23 failure by Defendant, as alleged above, to timely pay all wages owed to PAGA Plaintiffs and Aggrieved
24 Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab.
25 Code § 203.

26 223. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 22, 2021, another
27 Aggrieved Employee, Thomas Gonzales, provided the Labor and Workforce Development Agency
28 (“LWDA”) with notice of his intention to file this claim. On November 2, 2021, Mr. Gonzales filed a

1 Class and PAGA Complaint with the Superior Court of California, County of Orange, notably alleging
2 this claim. On August 3, 2022, the Gonzalez Court dismissed Mr. Gonzales' class claims, compelled
3 his individual claims to arbitration and stayed his representative PAGA claims. Thereafter, on January
4 4, 2023, Plaintiffs and Aggrieved Employees Lyle, Carroll and Parker provided the LWDA with an
5 amended notice of their intention to file this claim. Thereafter, on February 17, 2023, Plaintiff and
6 Aggrieved Employee Wayne also provided the LWDA with an amended notice of her intention to file
7 this claim. At least sixty-five calendar days have passed without a response from the LWDA. Plaintiffs
8 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
9 Code § 2699.3(a).

10 224. Defendant is liable to PAGA Plaintiffs, the State of California, and Aggrieved
11 Employees for the civil penalties set forth in this Complaint, with interest thereon. PAGA Plaintiffs
12 are also entitled to an award of attorneys' fees and costs as set forth below.

13 225. Wherefore, PAGA Plaintiffs request relief as hereinafter provided.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiffs pray for relief as follows:

- 16 1. Damages and restitution according to proof at trial for all unpaid expense
17 reimbursements and other injuries, as provided by the Cal. Lab. Code and Cal. Bus. &
18 Prof. Code;
- 19 2. For a declaratory judgment that Defendant has violated the Cal. Lab. Code and public
20 policy as alleged herein;
- 21 3. For a declaratory judgment that Defendant has violated Cal. Bus. & Prof. Code §§
22 17200, *et seq.*, as a result of the aforementioned violations of the Cal. Lab. Code and
23 of California public policy protecting wages;
- 24 4. For an order awarding Plaintiffs compensatory damages, restitution, recovery of all
25 money, actual damages, and all other sums of money owed to Plaintiffs, together with
26 interest on these amounts, according to proof;
- 27 5. For an order awarding civil penalties to the full extent provided for by the PAGA;
- 28 6. For an order awarding Plaintiffs civil penalties pursuant to the Cal. Lab. Code, and

provisions cited herein, with interest thereon;

7. For an award of reasonable attorneys' fees as provided by the California Labor Code, including Cal. Lab. Code §§ 2699(g)(1) and 2802, Cal. Code Civ. Proc. § 1021.5, the laws of the State of California, and/or other applicable law;
8. For all costs of suit;
9. For interest on any damages and/or penalties awarded, as provided by applicable law; and
10. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: July 27, 2023



Carolyn H. Cottrell
Ori Edelstein
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Philippe M. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

*Attorneys for Plaintiffs, on behalf of the State of
California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all claims and issues for which Plaintiffs are entitled to a jury.

Date: July 27, 2023



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