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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

DONNY SHELDON, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

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

Defendant.

Case No. 23CV035675

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
06/09/2023 at 05:15:45 PM
By: Darnekia Oliver,
Deputy Clerk

1 Plaintiff Donny Sheldon (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Private Attorneys General Act (“PAGA”) enforcement action on
5 behalf of the State of California against Defendant U-Haul Co. of California (“U-Haul” or
6 “Defendant”) for its systematic violations of California labor law with respect to Defendant’s current
7 and former non-exempt hourly employees in California (the “Aggrieved Employees”).

8 2. This action against Defendant challenges its policies and practices of: (1) failing to
9 compensate Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and
10 Aggrieved Employees minimum wages for all hours worked as required by California law; (3) failing
11 to pay Plaintiff and Aggrieved Employees overtime wages as required by California law; (4) failing to
12 authorize and permit Plaintiff and Aggrieved Employees to take meal breaks as required under
13 California law; (5) failing to authorize and permit Plaintiff and Aggrieved Employees to take rest
14 breaks as required under California law; (6) failing to reimburse Plaintiff and Aggrieved Employees
15 for business expenditures as required under California law; (7) failing to provide Plaintiff and
16 Aggrieved Employees accurate, itemized wage statements; and (8) failing to timely pay Plaintiff and
17 Aggrieved Employees all wages owed upon separation from employment.

18 3. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
19 attorneys’ fees and costs for these violations pursuant to Sections 2699(a) and (f) of the California
20 Labor Code Private Attorneys General Act (“PAGA”).

21 **PARTIES**

22 4. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
23 Complaint was a resident of the State of California.

24 5. Plaintiff and Aggrieved Employees are current and former non-exempt hourly workers
25 employed by Defendant throughout the State of California as, without limitations, customer service
26 representatives, assistant managers, truck drivers, facility maintenance supervisors, transfer drivers,
27 resident managers, facility housekeepers, and general managers.

28 6. Plaintiff Donny Sheldon is a former employee of Defendant. He worked for Defendant

1 as a customer service representative and general manager in Santa Rosa, California from
2 approximately 2015 to October 2022.

3 7. Plaintiff is informed, believes, and based thereon alleges that Defendant U-Haul is a
4 corporation organized under the laws of California, and qualified to conduct business in the State of
5 California with its principal California office located at 44511 Grimmer Boulevard, Fremont CA. U-
6 Haul provides a portfolio of services, including transportation and moving services across the nation.

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

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

12 10. Defendant is also an “employer” within the meaning of the Labor Code and IWC Wage
13 Orders.

14 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
15 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
16 Plaintiff and Aggrieved Employees.

17 **SUBJECT MATTER JURISDICTION AND VENUE**

18 12. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
19 The Court also has jurisdiction over Defendant because Defendant is authorized to do business in
20 California, in fact does business in the State of California, and employs workers in the State of
21 California.

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

25 **FACTUAL ALLEGATIONS**

26 14. Defendant provides a portfolio of services throughout the State of California, including
27 transportation, vehicle rental, and moving services. Defendant is registered to do business in the State
28 of California. Defendant employs thousands of workers and conducts extensive activities in the State

1 of California.

2 15. Plaintiff is a former non-exempt employee of Defendant who worked at Defendant's
3 California facilities, including in this county.

4 16. Like Plaintiff, the Aggrieved Employees are current and former non-exempt employees
5 of Defendant in California. Plaintiff is informed, believes, and thereon alleges that the Aggrieved
6 Employees perform work similar to Plaintiff, in that they support the daily functions of running
7 Defendant's business activities.

8 17. Plaintiff is informed, believes, and thereon alleges that Defendant employs, and has
9 employed, hundreds of non-exempt hourly workers in the State of California, including but not limited
10 to customer service representatives, assistant managers, truck drivers, facility maintenance
11 supervisors, transfer drivers, resident managers, facility housekeepers, and other non-exempt hourly
12 workers.

13 18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees
14 are employed by Defendant in a similar manner throughout the State of California, including in this
15 County, and perform work materially similar to Plaintiff.

16 19. Aggrieved Employees perform their jobs under Defendant's supervision using
17 materials and technology approved and supplied by Defendant.

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

20 21. At the end of each pay period, Aggrieved Employees receive wages from Defendant
21 that are determined by common systems and methods that Defendant selects and controls.

22 22. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
23 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees.

24 23. Plaintiff worked more than 8 hours in a day and 40 hours in a week for at least one
25 workweek during the one year period before this Complaint was filed.

26 24. Upon information and belief, Aggrieved Employees who are Defendant's full-time
27 employees worked more than 8 hours per day and more than 40 hours in at least one workweek during
28 the one year period before this Complaint was filed.

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

17 26. Plaintiff was prohibited from reporting this additional off-the-clock work due to
18 Defendant’s strict overtime authorization policy. Defendant’s overtime policy subjects Plaintiff and
19 Aggrieved Employees to discipline if they work overtime without pre-authorization. As a result, and
20 in order to avoid running afoul of Defendant’s strict overtime policy, Plaintiff and Aggrieved
21 Employees do not report their off-the-clock work and instead are required to clock out on time for
22 scheduled meal breaks and at the end of each shift even when they continue working.

23 27. Moreover, Defendant does not compensate those Aggrieved Employees who are
24 Defendant’s part-time employees at their overtime rate of one time and one half time their regular rate
25 of pay when working over eight hours per day.

26 28. Further, Defendant’s electronic timeclocks fail frequently, preventing Plaintiff and
27 Aggrieved Employees from clocking in at the start of their shift. Plaintiff and Aggrieved Employees
28 are required to either return to the timeclock machine to clock in once fixed, often as much as 30-

1 minutes after starting to work or more, or Plaintiff and Aggrieved Employees' supervisors enter their
2 time manually based on pre-scheduled shifts and rough estimates. When returning to the timeclock
3 machine, Plaintiff and Aggrieved Employees are only able to record the then current time as their start
4 time and are unable to record the actual start time of their shifts. When Plaintiff and Aggrieved
5 Employees' supervisors manually enter their time, it is often inaccurate and accounts for less time than
6 actually worked. As a result, Plaintiff and Aggrieved Employees often perform up to 30 more minutes
7 of off-the-clock work per shift.

8 29. For those Aggrieved Employees holding positions requiring them to work outside of
9 Defendant's locations, they are instructed to download and use the "Workday" app on their personal
10 cell phones to clock in and out of work instead of using Defendant's electronic timeclock. However,
11 because those Plaintiff and Aggrieved Employees work from remote locations often lacking cellphone
12 service, they are frequently unable to use the "Workday" app when initially attempting to clock in and
13 are therefore forced to drive around in the area in search for sufficient cellphone service allowing them
14 to use the app and clock in. It takes up to 10 minutes each day for those Plaintiff and Aggrieved
15 Employees to find cell phone service allowing them to clock in via the "Workday" app. However,
16 Defendant does not record or compensate those Plaintiff and Aggrieved Employees for this time.

17 30. Plaintiff and other Aggrieved Employees consistently work eight or more hours per day
18 and 40 or more hours per week. Therefore, this time spent working while off-the-clock and during
19 unpaid meal periods, goes unrecorded and uncompensated when it should be paid at overtime rates as
20 required by California law.

21 31. Plaintiff and Aggrieved Employees are also systematically denied compliant meal and
22 rest periods. Defendant instructs Plaintiff and Aggrieved Employees to clock out for their meal breaks
23 but, as mentioned above, requires that they remain available to, and that they continue working
24 throughout each break to answer questions from managers, supervisors, and customers. Finally,
25 Defendant instructed Plaintiff and Aggrieved Employees who are U-Haul drivers to eat while driving
26 their truck instead of stopping for a 30-minute meal break.

27 32. When Plaintiff and Aggrieved Employees do attempt a meal period it is often
28 interrupted, untimely, and/or short. As a result, Plaintiff and Aggrieved Employees do not receive duty-

1 free, uninterrupted, and timely 30-minute meal periods during which they should be completely
2 relieved of any duty, by the end of the fifth hour of work.

3 33. When Plaintiff and Aggrieved Employees are required to work longer shifts lasting ten
4 hours or more, Plaintiff and Aggrieved Employees are systematically denied a second meal break by
5 the end of the tenth hour of work.

6 34. For the same or similar reasons, Plaintiff and Aggrieved Employees also do not receive
7 compliant ten minute off-duty rest breaks before the fourth hour of work and again, before the eighth
8 hour of work. In the rare instance when Plaintiff and Aggrieved Employees attempt a rest break, such
9 is routinely untimely, shortened, and/or interrupted.

10 35. Despite failing to provide Plaintiff and Aggrieved Employees compliant meal and rest
11 periods, Defendant does not pay requisite premiums to Plaintiff and Aggrieved Employees for these
12 non-compliant meal and rest periods.

13 36. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly
14 employees of Defendant are subject to the same or similar unlawful timekeeping and compensation
15 policies and practices.

16 37. In addition, Defendant fails to reimburse Plaintiff and Aggrieved Employees for all
17 necessary business expenditures. Although Defendant provides in store pocket tablets to Plaintiff and
18 Aggrieved Employees, these are frequently broken and there are never enough for all Plaintiff and
19 Aggrieved Employees, therefore Defendant requires Plaintiff and Aggrieved Employees to constantly
20 use their cell phones to communicate with their supervisors regarding their work duties. Plaintiff and
21 Aggrieved Employees receive multiple phone calls, text messages, and emails each day on their
22 personal cell phones regarding damages to U-Haul vehicles, requests for assistance on electricity and
23 plumbing issues, and instructions for work related tasks. Plaintiff and Aggrieved Employees are also
24 required to use the GPS on their personal cell phones to navigate between store locations, and
25 supervisors called and texted them on their personal cell phones to inquire about job status. Defendant
26 also requires Plaintiff and Aggrieved Employees to download and use the “Workday” app on their
27 personal cell phones. Those Aggrieved Employees holding positions requiring them to work outside
28 of the store use the “Workday” app for timekeeping purposes, *i.e.*, to clock in and out of work.

1 Defendant also required Plaintiff and Aggrieved Employees to use their personal cell phones to check
2 in U-Haul trucks, process rentals of U-Haul trucks, and conduct inventory on storage units. Although
3 Defendant had some scanners available for Plaintiff and Aggrieved Employees to use and perform
4 these tasks, Defendant encourages them to use their personal cell phones instead. In addition, those
5 Aggrieved Employees with job positions that require them to perform maintenance and deal directly
6 with the U-Haul trucks and trailers, are required to purchase tools such as, *inter alia*, gloves, screw
7 drivers, and rubber mallets, in order to perform their daily job duties. Defendant does not reimburse
8 Plaintiff and Aggrieved Employees for any of these business expenditures, even though it should be
9 fully reimbursed under California law.

10 38. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly
11 employees of Defendant are subject to the same or similar unlawful business expenditures policies
12 and practices.

13 39. Defendant's common course of wage-and-hour abuse also includes routinely failing to
14 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.

15 40. As a result of the aforementioned violations, Plaintiff and Aggrieved Employees are
16 provided with untrue and inaccurate wage statements as such statement do not reflect the correct
17 amount of gross and net wages earned, including overtime compensations and premium pay for non-
18 complaint meal and/or rest periods, nor the correct total hours worked by Plaintiff and Aggrieved
19 Employees.

20 41. Additionally, Plaintiff and Aggrieved Employees do not receive all wages owed during
21 employment and following separation from employment, including minimum wage and overtime
22 compensation for time spent working while off-the-clock and above eight hours per day and/or 40
23 hours per week, as well as requisite premium payments for non-compliant meal and/or rest periods,
24 giving rise to waiting time penalties.

25 42. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
26 has been widespread, repeated, and consistent as to all Aggrieved Employees and throughout
27 Defendant's operations in the State of California.

FIRST CAUSE OF ACTION

**Penalties Pursuant to Cal. Lab. Code § 2699(f)
for Violations of Cal. Lab. Code §§ 204, 1194, and 1198
(Failure to Pay for all Hours Worked)**

43. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

44. Plaintiff alleges that Defendant engages in a policy and practice of not compensating Aggrieved Employees for all hours worked or spent in their control. Defendant regularly requires Aggrieved Employees to perform uncompensated off-the-clock work.

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

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

47. 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.

48. IWC Wage Orders, 4-2001(2)(G) and 9-2001(2)(H), defines 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.”

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

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

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

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

10 53. Plaintiff seeks to recover civil penalties from Defendant for their failure to pay for all
11 hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on behalf
12 of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code §
13 2699(f).

14 54. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
15 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
16 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code § 558(a).

17 55. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon
18 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
19 file this claim. At least sixty-five calendar days have passed without a response from the LWDA.
20 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
21 Cal. Lab. Code § 2699.3(a).

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

25 57. Wherefore, Plaintiff requests relief as hereinafter provided.
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1 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 Labor 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 65. Plaintiff seeks to recover civil penalties from Defendant for their failure to pay
7 minimum wages in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California on
8 behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code
9 § 2699(f).

10 66. Pursuant to Labor Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon
11 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
12 file this claim. At least Sixty-five calendar days have passed without a response from the LWDA.
13 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
14 Cal. Lab. Code § 2699.3(a).

15 67. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
16 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
17 of attorneys’ fees and costs as set forth below.

18 68. Wherefore, Plaintiff requests relief as hereinafter provided.

19 **THIRD CAUSE OF ACTION**

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

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

22 **(Failure to Pay Overtime Wages)**

23 69. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
24 herein.

25 70. Defendant does not properly compensate Plaintiff and Aggrieved Employees with
26 appropriate overtime premiums, as required by California law.

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

28 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.

72. 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.

73. 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.

74. 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.

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

76. Plaintiff seeks to recover civil penalties from Defendant for its failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 and 1194 and the applicable Wage Orders throughout California on behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

77. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to

1 file this claim. At least sixty-five calendar days have passed without a response from the LWDA.
2 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
3 Cal. Lab. Code § 2699.3(a).

4 78. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
5 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
6 of attorneys' fees and costs as set forth below.

7 79. Wherefore, Plaintiff requests relief as hereinafter provided.

8 **FOURTH CAUSE OF ACTION**

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

10 **for Violations of Cal. Lab. Code §§ 226.7 and 512**

11 **(Meal Periods)**

12 80. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

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

20 82. Cal. Lab. Code § 512(a) provides:

21 An employer shall not employ an employee for a work period of more than five hours
22 per day without providing the employee with a meal period of not less than 30 minutes,
23 except that if the total work period per day of the employee is no more than six hours,
24 the meal period may be waived by mutual consent of both the employer and employee.
25 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.

26 83. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer who
27 fails to authorize, permit, and/or make available a required meal period must, as compensation, pay
28 the employee one hour of pay at the employee's regular rate of compensation for each workday that

1 the meal period was not authorized and permitted.

2 84. Despite these requirements, Defendant refuses to perform their obligation to authorize
3 and permit and/or make available to Plaintiff and Aggrieved Employees the ability to take the off-duty
4 meal periods to which they are entitled.

5 85. Defendant also fails to pay Plaintiff and Aggrieved Employees one hour of pay for each
6 off-duty meal period that they are denied. Defendant's conduct described herein violates Cal. Lab.
7 Code §§ 226.7 and 512.

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

15 87. Plaintiff seeks to recover civil penalties from Defendant for their violations of the meal
16 period requirements of Cal. Lab. Code §§ 226.7 and 512 throughout California on behalf of himself,
17 the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

18 88. Plaintiff also seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for the unlawful
19 conduct alleged herein, on behalf of the State, other Aggrieved Employees, and himself, for
20 Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§ 512.

21 89. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon
22 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
23 file this claim. At least Sixty-five calendar days have passed without a response from the LWDA.
24 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
25 Cal. Lab. Code § 2699.3(a).

26 90. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
27 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
28 of attorneys' fees and costs as set forth below.

1 91. Wherefore, Plaintiff requests relief as hereinafter provided.

2 **FIFTH CAUSE OF ACTION**

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

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

5 **(Rest Periods)**

6 92. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
7 herein.

8 93. 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 59. 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
17 made available.

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

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

24 96. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
25 each Aggrieved Employee per pay period for the initial violation of a Labor 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 Labor 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 97. Plaintiff seeks to recover civil penalties from Defendant for their violations of the rest
4 period requirements of Cal. Lab. Code § 226.7 throughout California on behalf of himself, the State
5 of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

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

9 99. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon
10 provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to
11 file this claim. At least sixty-five calendar days have passed without a response from the LWDA.
12 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
13 Cal. Lab. Code § 2699.3(a).

14 100. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
15 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
16 of attorneys' fees and costs as set forth below.

17 101. Wherefore, Plaintiff requests relief as hereinafter provided.

18 **SIXTH CAUSE OF ACTION**

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

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

21 **(Accurate, Itemized Wage Statements)**

22 102. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 103. Defendant does not provide Plaintiff and the Aggrieved Employees with accurate
25 itemized wage statements as required by California law, as a result of the meal and rest period,
26 minimum wage overtime violations set forth above.

27 104. Cal. Lab. Code § 226(a) provides:

28 An employer, semimonthly or at the time of each payment of wages, shall furnish to

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

10 105. The IWC Wage Orders also establish this requirement. (*See* IWC Wage Orders 4-2001
11 and 9-2001).

12 106. Cal. Lab. Code § 226(e)(1) provides:

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

17 107. The wage statements Defendant provides its employees, including the Aggrieved
18 Employees, do not reflect the actual gross wages earned, actual net wages earned, and actual hours
19 worked. Accordingly, Defendant has failed to provide timely, accurate itemized wage statements to
20 Plaintiff and the Aggrieved Employees in accordance with Cal. Lab. Code § 226 and the IWC Wage
21 Orders.

22 108. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty
23 to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself and
24 other current or former employees pursuant to the procedures set forth in Cal. Lab. Code § 2699.3.

25 109. Cal. Lab. Code § 2699(a) provides:

26 Notwithstanding any other provision of law, any provision of this code that provides
27 for a civil penalty to be assessed and collected by the Labor and Workforce
28 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
through a civil action brought by an Aggrieved Employee on behalf of himself or
herself and other current or former employees.

110. Plaintiff seeks to recover civil penalties from Defendant pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226(e). Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 226(e), as prayed for herein.

111. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

112. Pursuant to Cal. Lab. Code § 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. At least Sixty-five calendar days have passed without a response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

113. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

114. Wherefore, Plaintiff requests relief as hereinafter provided.

SEVENTH CAUSE OF ACTION

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

for Violations of Cal. Lab. Code § 2802

(Business Expenditures)

115. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

116. Defendant fails to reimburse Plaintiff and Aggrieved Employees for all business expenses incurred while on the job. As alleged herein, Defendant requires that Plaintiff and Aggrieved Employees constantly use their personal cellphone in the performance of their work duties. Moreover,

1 Defendant instructs those Plaintiff and Aggrieved Employees with job positions requiring them to
2 perform maintenance on U-Haul trucks and trailers to purchase and provide their own tools such as,
3 *inter alia*, gloves, screw drivers, and rubber mallets. However, Defendant does not reimburse them for
4 these expenditures.

5 117. Cal. Lab. Code § 2802(a) provides as follows:

6 An employer shall indemnify his or her employee for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her
8 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.

9 118. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
10 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
11 not provide a civil penalty if, at the time of the violation, the employer employs one or more
12 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
13 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
14 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
15 employees.

16 119. Plaintiff seeks to recover civil penalties from Defendant for their failure to reimburse
17 necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable Wage Orders
18 throughout California on behalf of the State of California and the Aggrieved Employees pursuant to
19 Cal. Lab. Code § 2699(f).

20 120. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon
21 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
22 file this claim. At least Sixty-five calendar days have passed without a response from the LWDA.
23 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
24 Cal. Lab. Code § 2699.3(a).

25 121. Defendant is liable to the State of California and Aggrieved Employees for the civil
26 penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of
27 attorneys’ fees and costs as set forth below.

28 122. Wherefore, Plaintiff requests relief as hereinafter provided.

EIGHTH CAUSE OF ACTION

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

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

(Waiting Time Penalties)

123. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

124. Defendant does not provide Plaintiff and Aggrieved Employees with their full wages upon separation from employment in violation of California law.

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

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

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 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.

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

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

129. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce 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 through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees.

130. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in

1 compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code § 203.

2 131. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on January 4, 2023, Donny Sheldon
3 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
4 file this claim. At least sixty-five calendar days have passed without a response from the LWDA.
5 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
6 Cal. Lab. Code § 2699.3(a).

7 132. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
8 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
9 of attorneys’ fees and costs as set forth below.

10 133. Wherefore, Plaintiff request relief as hereinafter provided.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff prays for relief as follows:

- 13 1. For the Court to declare, adjudge, and decree that Defendant has violated the
14 California Labor Code as alleged herein;
- 15 2. For an order awarding the State of California, Plaintiff and Aggrieved Employees civil
16 penalties to the full extent provided for under the PAGA;
- 17 3. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code, including
18 Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. §1021.5; and/or any other applicable
19 law;
- 20 4. For all costs of suit, as provided in Cal. Lab. Code § 2699(g)(1); and
- 21 5. For such other and further relief as this Court deems just and proper.

22
23 Respectfully Submitted,

24 Date: June 9, 2023

25 

26 Carolyn H. Cottrell
27 Eugene Zinovyev
28 Philippe M. Gaudard
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

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

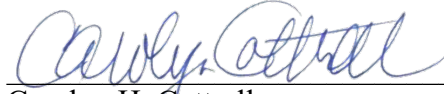
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4 Respectfully Submitted,

5 Date: June 9, 2023

6 

7 Carolyn H. Cottrell

8 Eugene Zinovyev

9 Philippe M. Gaudard

10 **SCHNEIDER WALLACE**

11 **COTTRELL KONECKY LLP**

12 *Attorneys for Plaintiff, on behalf of the State of*
13 *California and Aggrieved Employees*