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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

EMMANUEL SALINAS, on behalf of
himself and the Class members,

Plaintiff,

vs.

NESTLÉ PURINA PETCARE COMPANY;
Defendant,

Case No. 1:21:-CV-01140-JLT-BAK

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR VIOLATIONS OF:**

- (1) Failure to Pay for All Hours Worked (Labor Code § 204);
- (2) Failure to Pay Minimum Wages (Labor Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1);
- (3) Failure to Pay Overtime Wages (Labor Code § 510);
- (4) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (Labor Code §§ 226.7 and 512);
- (5) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code § 226);
- (6) Failure to Provide Timely Pay to Departed Employees (Labor Code §§ 201-203)
- (7) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
- (8) Penalties Pursuant to § 2699(a) of the Private Attorneys General Act; and
- (9) Penalties Pursuant to § 2699(f) of the Private Attorneys General Act.
- (10) Violations of the Fair Labor Standards Act,

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Emmanuel Salinas (“Plaintiff”) brings this action on behalf of himself and other similarly situated individuals against Nestlé Purina PetCare Company (“Nestlé Purina” or “Defendant”), for violations of California wage and hour laws.

2. This action stems from Defendant’s policies and practices of: (1) failing to compensate Plaintiff and putative Class members for all hours worked, or failing to pay for such hours timely or at the proper rates of pay; (2) failing to pay Plaintiff and putative Class members minimum wage for all hours worked; (3) failing to pay Plaintiff and putative Class members overtime wages; (4) failing to authorize and permit Plaintiff and putative Class members to take meal and rest breaks to which they are entitled by law, and failing to pay full, properly calculated, or timely premium compensation for missed meal and rest breaks; (5) failing to provide Plaintiff and putative Class members timely, true and accurate itemized wage statements; and (6) and engaging in unfair business practices.

3. Plaintiff seeks damages, penalties, and interest to the full extent permitted by the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, as well as other relief requested herein.

PARTIES

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

5. Plaintiff is currently employed by Defendants for various projects as a forklift operator. Plaintiff began employment with Defendants in February 2015. Plaintiff works for Defendants in Maricopa, California.

6. Plaintiff is informed, believes, and thereon alleges that Nestlé Purina is a Missouri corporation headquartered in St. Louis, Missouri. Nestlé Purina is registered to do business in California, does business in California and employs and/or employed hourly, non-exempt employees, including Plaintiff and the putative Class members in California. Nestlé Purina may be served with process by serving its registered agent, C T Corporation System, 330 N Brand

1 Boulevard, Glendale, California 90120.

2 7. Plaintiff is informed, believes, and thereon alleges that Defendant employs and/or
3 employed putative Class members, among other hourly employees, in this District and throughout
4 the state of California.

5 8. At all material times, Defendant has done business under the laws of California, have
6 had places of business in California, including in this judicial district, and have employed putative
7 Class members in this District and elsewhere throughout California. Defendant is a “person” as
8 defined in Labor Code § 18 and “employer” as that term is used in the Labor Code, the IWC Wage
9 Orders regulating wages, hours, and working conditions, and the California Business and
10 Professions Code § 17201.

11 **JURISDICTION AND VENUE**

12 9. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act
13 (“CAFA”), 28 U.S.C. § 1332(d)(2)(A), because the aggregated claims of the putative Class
14 members exceed the sum of \$5,000,000, exclusive of interests and costs, and this is a class action
15 in which at least one member of the putative Class, on one hand, and Defendant, on the other, are
16 citizens of different states. This Court has supplemental jurisdiction over Plaintiff’s California state
17 law claims under 28 U.S.C. § 1367(a) because they are so related to this action that they form part
18 of the same case or controversy.

19 10. This Court also has jurisdiction under 29 U.S.C. § 1331 because this case arises under
20 the laws of the United States, specifically the Fair Labor Standards Act, 29 U.S.C. § 201 et. seq.
21 and there is supplemental jurisdiction over the state law claims.

22 11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b). Plaintiff was
23 employed in this District and the claims asserted arose in this District. At all material times
24 Defendant has been actively conducting business in the State of California and within the
25 geographic area encompassing the Eastern District of the State of California.

26 **FACTUAL ALLEGATIONS**

27 12. Nestlé Purina produces and markets pet food, treats, and cat litters. Nestlé Purina

operates throughout the United States and overseas, including the state of California. Nestlé Purina employs hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

13. Plaintiff works for Defendant as a forklift operator in Maricopa, California. Plaintiff began employment with Defendant in February 2015. Plaintiff's primary duties include but are not limited to: ensuring that Defendant's product is moved within Defendant's warehouse in a safe and efficient manner by forklift operation and physically loading/unloading Defendant's trucks. Plaintiff is also responsible for maintaining proper inventory, good housekeeping, and upholding warehouse standards. Plaintiff is classified as an hourly, non-exempt employee and is paid an hourly rate of \$25.46.

14. Defendant employs and has employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California, including but not limited to case pickers, forklift operators, machine operators, material handlers, warehouse clerks, associates, and packers, globally referred to as warehouse workers, and other employees with similar job duties.

15. Although Plaintiff's shifts may vary in length, Plaintiff usually worked eight (8) hours or more per shift, six shifts per week. Plaintiff works approximately forty (48) hours per week, or more.

16. Defendant routinely requires Plaintiff and putative Class members to perform substantial work off-the-clock and without compensation. This includes but is not limited to Defendant requiring Plaintiff and putative Class members to wait in line, to go through temperature checks and to answer COVID-19 screening questionnaires prior clocking in for the start of their shift. It takes Plaintiff and putative Class members several minutes to go through the line, to undergo such temperature checks, and to answer the COVID-19 screening questionnaires *before* the beginning of each shift. This time spent in temperature check lines, undergoing temperature checks and answering COVID-19 screening questionnaires goes unrecorded and therefore uncompensated.

17. In addition, Defendant requires Plaintiff and putative Class members to don and doff their Personal Protective Equipment ("PPE") *before* the beginning and *after* the end of their shift,

1 *i.e.*, before clocking in and after clocking out. It takes Plaintiff and putative Class members an
2 additional several minutes to don and doff their PPE before and after each shift. Although, in some
3 instance, Plaintiff and putative Class members are allowed to clock in prior to the start of their shift,
4 during which time they don their PPE, Defendant still does not compensate them until the actual
5 starting time of their scheduled shift. Therefore, this entire time spent donning and doffing also
6 goes unrecorded and therefore uncompensated.

7 18. Further, on information and belief, Defendant underwent a breach that affected the
8 Kronos payroll system between approximately December 2021 to April 2021 that Defendant used
9 to record hours and wages, which resulted in underpayments to Plaintiff and putative Class
10 members. Despite it being Defendant's responsibility, not the responsibility of Kronos, to make
11 sure Plaintiff and putative Class members are properly compensated, Defendant has failed to timely
12 and accurately issue Plaintiff and putative Class members the correct payment for the hours of work
13 that they have labored for the benefit of Defendant.

14 19. Plaintiff is informed, believes, and thereon alleges that Defendant also engaged in a
15 policy and/or practice of rounding time worked by Plaintiff and putative Class members.
16 Specifically, Defendant implemented a policy and/or practice until approximately August 2022 of
17 requiring Plaintiff and putative Class members to arrive and clock in for work 15 minutes in
18 advance of their start times, but automatically rounded up such clock in times to Plaintiff's and
19 putative Class members' start times for purposes of pay. Ultimately, this rounding policy and/or
20 practice resulted in the underpayment of wages to the Plaintiff and putative Class members.

21 20. Defendant has otherwise failed timely and fully to pay Plaintiff and putative Class
22 members all minimum, regular and overtime wages owed.

23 21. As a result of these policies and/or practices, Plaintiff and putative Class members
24 are denied compensation for all hours worked, including minimum wages, regular wages and
25 overtime wages, which they are lawfully owed resulting from the additional off-the-clock work in
26 excess of eight (8) hours per day and forty (40) hours per week.

27 22. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply

1 these “temperature check” and “COVID-19 screening” protocols, and “donning and doffing”
2 policies and practices across all Defendants’ facilities throughout California.

3 23. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes the same
4 or substantially similar timekeeping mechanisms throughout all its facilities in California. Plaintiff
5 is further informed, believes, and thereon alleges that the Kronos breach affected all of Defendant’s
6 facilities throughout California as did the other failures to fully and timely pay all minimum,
7 regular, and overtime wages owed.

8 24. In addition to the above, Defendant regularly fails to provide Plaintiff and putative
9 Class members compliant meal breaks. Defendant’s policies, practices, and procedures require
10 Plaintiff and putative Class members to routinely skip their meal breaks, yet do not provide them
11 with requisite premium payments for missed meal breaks. In the rare occasions when premium
12 payments are made, such are not paid timely or at Plaintiff’s and Class members’ regular rate of
13 pay.

14 25. Plaintiff and putative Class members are routinely denied meal breaks for at least two
15 reasons: (i) Defendant does not authorize, permit, and/or make available timely and full off-duty
16 meal breaks to Plaintiff and putative Class members; and (ii) Plaintiff and putative Class members
17 are often too busy with work during the day to have time to take bona fide meal breaks.

18 26. When Plaintiff and putative Class members do attempt a meal break, such are
19 untimely and/or shortened, *i.e.*, after the end of the fifth hour of work and/or less than thirty minutes.
20 As a result, Plaintiff and Class members are not provided duty-free, uninterrupted, and timely thirty-
21 minute meal periods during which they should be completely relieved of any duty, by the end of
22 the fifth hour of work.

23 27. Further, for each day Plaintiff and putative Class members work shifts of more than
24 ten hours, Defendants systematically deny Plaintiff and putative Class members a second meal
25 break. Similarly, Plaintiff and putative Class members do not receive requisite timely and full
26 premium payments at the regular rate for these missed second meal breaks.

27 28. Plaintiff and putative Class members also are not provided the timely, full, and
28

1 required rest breaks required by California law. Moreover, when Plaintiff and putative Class
2 members do not receive timely, full and required rest breaks, Defendant fails to make the full,
3 required premium pay at the employee's regular rate.

4 29. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies
5 these meal and rest breaks policies and practices across all Defendant's facilities throughout
6 California.

7 30. Defendant's common course of wage-and-hour abuse also includes routinely failing
8 to maintain true and accurate records of the hours worked by Plaintiff and putative Class members.
9 In particular, Defendant fails to record hours that putative Class members worked during
10 noncompliant meal breaks as well as hours worked off the clock.

11 31. As a result of the aforementioned violations, Plaintiff and putative Class members
12 are provided with untimely, untrue and inaccurate wage statements as such statements do not
13 include payment for all hours worked, including minimum wages and overtime, and premium pay
14 for missed meal breaks.

15 32. Defendant further fails to pay all owed wages to departing putative Class members.

16 33. Putative Class members are employed by Defendant and performed work materially
17 similar to Plaintiff.

18 34. Putative Class members report to facilities owned, operated, or managed by
19 Defendant to perform their jobs.

20 35. Putative Class members perform their jobs under Defendant's supervision using
21 materials and technology approved and supplied by Defendant.

22 36. Putative Class members are required to follow and abide by Defendant's common
23 work, time, and pay policies and procedures in the performance of their jobs.

24 37. At the end of each pay period, putative Class members receive wages from Defendant
25 that are determined by common systems and methods that Defendant selects and controls.

26 38. Defendant's method of paying Plaintiff and putative Class members is willful and not
27 based on a good faith and reasonable belief that their conduct complied with California law.

39. Defendant's unlawful conduct has been widespread, repeated, and consistent throughout Defendant's California facilities.

40. Defendant knows or should know that its policies and practices are unlawful and unfair.

41. Defendant's conduct is willful, carried out in bad faith, and causes significant damages to non-exempt hourly employees in an amount to be determined at trial.

RULE 23 CLASS ACTION ALLEGATIONS

42. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

43. Plaintiff brings this case as a class action on behalf of himself and all others similarly situated pursuant to Federal Rule of Civil Procedure 23. The putative Class that Plaintiff seeks to represent is defined as follows:

All current and former hourly or salaried, non-exempt employees of Nestlé Purina PetCare Company throughout California during the time period between January 29, 2017, and February 5, 2023 (the "Class").

44. This action has been brought and may properly be maintained as a class action under Rule 23 because there is a well-defined community of interest in the litigation and the putative class is easily ascertainable.

a. **Numerosity:** The potential members of the putative Class as defined are so numerous that joinder of all the members of the putative Class is impracticable.

b. **Commonality:** There are questions of law and fact common to Plaintiff and the putative Class that predominate over any questions affecting only individual members of the putative Class. These common questions of law and fact include, but are not limited to:

i. Whether Defendant fails timely to compensate putative Class members for all hours worked, including at minimum and regular wages and as overtime compensation, in violation of the Labor Code and Wage Orders;

- 1 ii. Whether Defendant has a policy and/or practice of requiring putative
- 2 Class members to be in the control of Defendant, spend time primarily for
- 3 the benefit of Defendant, and work for Defendant off-the-clock and
- 4 without compensation;
- 5 iii. Whether Defendant fails to authorize and permit, make available, and/or
- 6 provide putative Class members with compliant meal periods and rest
- 7 periods to which they are entitled in violation of the Labor Code and Wage
- 8 Orders, and fail to provide timely and accurate premium pay at regular
- 9 rates when Plaintiff and putative class members do not receive timely,
- 10 full, and off-duty meal and rest breaks;
- 11 iv. Whether Defendant fails to provide putative Class members with timely,
- 12 accurate itemized wage statements in violation of the Labor Code and
- 13 Wage Orders;
- 14 v. Whether Defendant violates Business and Professions Code §§ 17200 *et*
- 15 *seq.*, by:
 - 16 (a) failing timely to compensate putative Class members for all hours
 - 17 worked, including at minimum wage, regular wage, at overtime
 - 18 rate wage compensation;
 - 19 (b) failing to authorize and permit, make available, and/or provide
 - 20 putative Class members with compliant meal and rest periods to
 - 21 which they are entitled;
 - 22 (c) failing to provide putative Class members with timely, accurate
 - 23 itemized wage statements; and
- 24 vi. The proper formula for calculating restitution, damages, and penalties
- 25 owed to Plaintiff and the Class as alleged herein.
- 26 c. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Defendant's
- 27 common course of conduct in violation of law as alleged herein has caused Plaintiff
- 28

1 and putative Class members to sustain the same or similar injuries and damages.
2 Plaintiff's claims are thereby representative of and co-extensive with the claims of
3 the Class.

4 d. **Adequacy of Representation:** Plaintiff is a member of the Class, does not have any
5 conflicts of interest with other putative Class members, and will prosecute the case
6 vigorously on behalf of the Class. Counsel representing Plaintiff is competent and
7 experienced in litigating large employment class actions, including wage and hour
8 cases. Plaintiff will fairly and adequately represent and protect the interests of the
9 Class members.

10 e. **Superiority of Class Action:** A class action is superior to other available means for
11 the fair and efficient adjudication of this controversy. Individual joinder of all
12 putative Class members is not practicable, and questions of law and fact common to
13 the Class predominate over any questions affecting only individual members of the
14 Class. Each putative Class member has been damaged and is entitled to recovery by
15 reason of Defendants' illegal policies and/or practices. Class action treatment will
16 allow those similarly situated persons to litigate their claims in the manner that is
17 most efficient and economical for the parties and the judicial system.

18 45. The Class may also be certified because the prosecution of separate actions by the
19 individual members of the Class would create a risk of inconsistent or varying adjudication with
20 respect to individual members of the Class, and, in turn, would establish incompatible standards of
21 conduct for Defendant.

22 46. If each individual Class member were required to file an individual lawsuit, Defendant
23 would necessarily gain an unconscionable advantage because Defendant would be able to exploit
24 and overwhelm the limited resources of each member of the Class with Defendant's vastly superior
25 financial legal resources.

26 47. Requiring each individual Class member to pursue an individual remedy would also
27 discourage the assertion of lawful claims by the Class members who would be disinclined to pursue

1 these claims against Defendant because of an appreciable and justifiable fear of retaliation and
2 permanent damage to their lives, careers and well-being.

3 48. Plaintiff also seeks certification of the class to the extent applicable under Federal
4 Rule of Civil Procedure 23(b)(2) on the grounds that the party opposing the class has acted or
5 refused to act on grounds that apply generally to the class, so that final injunctive relief or
6 corresponding declaratory relief is appropriate respecting the class as a whole.

7 **FIRST CAUSE OF ACTION**
8 **Failure to Pay for All Hours Worked**
9 **Pursuant to Labor Code §§ 204, 558**
10 **(On Behalf of the Class)**

11 49. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
12 herein.

13 50. Labor Code § 200(a) defines wages as “all amounts for labor performed by
14 employees of every description, whether the amount is fixed or ascertained by the standard of time,
15 task, piece, commission basis or other method of calculation.”

16 51. Labor Code § 204 provides that employers must compensate employees for all hours
17 worked “twice during each calendar month, on days designated in advance by the employer as the
18 regular paydays.”

19 52. IWC Wage Order 1-2001(2)(G) and 4-2001(2)(K) define 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.” Labor Code § 1198
22 makes it unlawful for employers to employ employees under conditions that violate the Wage
23 Orders. Labor Code section 558 requires employees to comply with the Wage Orders.

24 53. Defendant willfully engaged in and continue to engage in a policy and practice of not
25 compensating Plaintiff and putative Class members for all hours worked or spent in Defendant’s
26 control.

27 54. Defendant regularly requires Plaintiff and the putative Class members to complete
28 additional work off-the-clock, without compensation. For instance, and as mentioned above,

1 Defendant instructs Plaintiff and putative Class members to wait in line, go through temperature
2 checks, answer COVID-19 screening questionnaires, and don their PPE *before* the beginning of
3 each shift, *i.e.*, before clocking in, and to doff their PPE *after* the end of each shift, *i.e.*, after clocking
4 out. It takes Plaintiff and putative Class members several minutes to go through the temperature
5 check line, undergo such temperature check, answer the COVID-19 screening questionnaires, and
6 don their PPE before their shift starts. It takes Plaintiff and Class members an additional several
7 minutes to doff their PPE after their shift ends. Defendant does not compensate Plaintiff and
8 putative Class members for their time spent in temperature check lines, undergoing temperature
9 checks, answering COVID-19 questionnaires, and donning and doffing.

10 55. Defendant further underwent a breach that affected the Kronos payroll system
11 between approximately December 2021 to April 2021 that Defendant used to record hours and
12 wages, which resulted in underpayments to Plaintiff and putative Class members.

13 56. Defendant also engaged in a policy and/or practice of rounding time worked by
14 Plaintiff and putative Class members. Specifically, Defendant implemented a policy and/or practice
15 until approximately August 2022 of requiring Plaintiff and putative Class members to arrive and
16 clock in for work 15 minutes in advance of their start times, but automatically rounded up such
17 clock in times to Plaintiff's and putative Class members' start times for purposes of pay. Ultimately,
18 this rounding policy and/or practice resulted in the underpayment of wages to the Plaintiff and
19 putative Class members.

20 57. As a result, Defendant fails to track Plaintiff and putative Class members' actual
21 hours worked, and consequently fail to pay Plaintiff and putative Class members for all hours
22 worked. Defendant otherwise fails to pay putative Class members timely and completely at the
23 required rates for all work performed.

24 58. Defendant requires Plaintiff and putative Class members to work off-the-clock
25 without compensation. In other words, Plaintiff and putative Class members are forced to perform
26 work for the benefit of Defendant without compensation.

27 59. In violation of California law, Defendant knowingly and willfully refuse to perform
28

1 their obligations to provide Plaintiff and putative Class members with timely and complete
2 compensation for all time worked. Defendant regularly fails to track the time Plaintiff and putative
3 Class members actually work and fails timely and completely to compensate them for all hours
4 worked at required rates.

5 60. Therefore, Defendant committed, and continue to commit, the acts alleged herein
6 knowingly and willfully, and in conscious disregard of the Plaintiff and putative Class members'
7 rights. Plaintiff and putative Class members are thus entitled to recover nominal, actual, and
8 compensatory damages, plus interest, attorneys' fees, expenses, and costs of suit.

9 61. As a proximate result of the aforementioned violations, Plaintiff and putative Class
10 members have been damaged in an amount according to proof at time of trial.

11 62. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

12 **SECOND CAUSE OF ACTION**
13 **Failure to Pay Minimum Wages**
14 **Pursuant to California Labor Code §§ 558, 1182.11, 1182.12, 1194, 1197, and 1197.1**
(On Behalf of the Class)

15 63. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 64. During the applicable statutory period, California Labor Code §§, 1182.12 and 1197,
18 and the Minimum Wage Order were in full force and effect, and required that Defendant's hourly
19 employees receive the minimum wage for all hours worked irrespective of whether nominally paid
20 on a piece rate, or any other basis, at the rate of ten dollars and fifty cents (\$10.50) per hour
21 commencing January 1, 2017; at the rate of eleven dollars (\$11.00) per hour commencing January
22 1, 2018; at the rate of twelve dollars (\$12.00) per hour commencing January 1, 2019; at the rate of
23 thirteen dollars (\$13.00) per hour commencing January 1, 2020; and at the rate of fourteen dollars
24 (\$14.00) commencing January 1, 2021.

25 65. California Labor Code §1194 states:

26 Notwithstanding any agreement to work for a lesser wage, any
27 employee receiving less than the legal minimum wage or the legal
overtime compensation applicable to the employee is entitled to recover
28 in a civil action the unpaid balance of the full amount of this minimum

wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

66. IWC Wage Order 1-2001(2)(g) and 4-2001(2)(K) 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.” Labor Code § 558 requires employees to comply with the Wage Orders.

67. Labor Code §1194.2 provides that, in any action under Section 1194 to recover wages because of the payment of a wage less than minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Defendant has maintained policies and procedures which create a working environment where hourly employees are routinely compensated at a rate that is less than the statutory minimum wage. Plaintiffs and putative Class members routinely work time off-the-clock *i.e.*, before clocking in and after clocking out, without compensation for this time. For instance, Plaintiff and putative Class members are not compensated for time spent waiting in temperature check lines, undergoing temperature checks, answering COVID-19 screening questionnaires, donning and doffing, for time worked but not paid as a result of a breach affecting the Kronos payroll system between approximately December 2021 to April 2021, and for time worked but not paid as a result of Defendant's rounding policies and/or practices until approximately August 2022. Defendant has otherwise failed timely and fully to pay Plaintiff and putative Class members for all minimum wages owed for work performed.

68. As a direct and proximate result of the unlawful acts and/or omissions of Defendant, Plaintiff and putative Class members have been deprived of minimum wages in an amount to be determined at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus interest thereon, attorneys' fees, and costs of suit pursuant to Labor Code §§ 1194, 1194.2 and 1197.1.

69. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

THIRD CAUSE OF ACTION
Failure to Pay Overtime Wages
Pursuant to Labor Code §§ 510 and 558

(On Behalf of the Class)

70. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

71. Defendant does not compensate Plaintiff and putative Class members with the appropriate overtime rate, as required by California law.

72. Labor Code § 510 provides, in pertinent part, that:

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. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

73. The IWC Wage Order 1-2001(3)(A)(1) and 4-2001(3)(A)(1) state:

The following overtime provisions are applicable ... employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: . . . One and one-half (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.

74. Labor Code § 558 required employees to comply with the Wage Orders.

75. Labor Code § 1194(a) provides that:

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.

76. Labor Code § 200 defines wages as "all amounts for labor performed by employees

1 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
2 commission basis or other method of calculation.” All such wages are subject to California’s
3 overtime requirements, including those set forth above.

4 77. Defendant regularly does not timely and fully compensate Plaintiff and putative Class
5 members for their overtime hours at the required rates. For instance, Plaintiff and putative Class
6 members do not receive overtime compensation: for time spent waiting in temperature check lines,
7 undergoing temperature checks, answering COVID-19 screening questionnaires, and donning and
8 doffing; as a result of a breach affecting the Kronos payroll system between approximately
9 December 2021 to April 2021; and for as a result of Defendant’s rounding policies and/or practices
10 until approximately August 2022, when the hours worked are in excess of eight (8) hours per day
11 and forty (40) hours per week. Defendant otherwise failed timely and fully to pay Plaintiff and
12 putative Class members at the required rates for overtime worked.

13 78. Plaintiff and putative Class members work overtime hours for Defendant without
14 being paid full and timely overtime premiums in violation of the Labor Code, applicable IWC Wage
15 Orders, and other applicable law.

16 79. Defendant has knowingly and willfully refused to perform its obligation to provide
17 Plaintiff and putative Class members with full and timely premium wages for all overtime work.
18 As a proximate result of the aforementioned violations, Defendant has damaged Plaintiff and
19 putative Class members in amounts to be determined according to proof at time of trial.

20 80. Defendant is liable to Plaintiff and putative Class members alleged herein for the
21 unpaid overtime and civil penalties, with interest thereon. Furthermore, Plaintiff is entitled to an
22 award of attorneys’ fees and costs as set forth below.

23 81. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

24 **FOURTH CAUSE OF ACTION**
25 **Failure to Authorize and Permit and/or Make Available Meal and Rest Periods**
26 **Pursuant to Labor Code §§ 226.7, 512, and 558**
(On Behalf of the Class)

27 82. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth

1 herein.

2 83. Defendant routinely fails to authorize, permit and/or make available complaint meal
3 periods to Plaintiff and putative Class members. Defendant also routinely failed to allow Plaintiff
4 and Class members to record their meal periods.

5 84. Plaintiff's and Class members' schedules regularly prevent them from taking first
6 meal periods and, when applicable, second meal periods throughout the day. Plaintiff and Class
7 members do not receive the timely and full requisite premium pay for their missed first and second
8 meal breaks as required by California law.

9 85. Labor Code §§ 226.7 and 512 and the applicable Wage Orders require Defendant to
10 authorize and permit meal periods and rest periods to its employees. Labor Code §§ 226.7 and 512
11 and the Wage Orders prohibit employers from employing an employee for more than five (5) hours
12 without a meal period of not less than thirty minutes, and from employing an employee more than
13 ten (10) hours per day without providing the employee with a second meal period of not less than
14 thirty minutes. Section 226.7 and the applicable Wage Orders also require employers to authorize
15 and permit employees to take ten minutes of net rest time per four hours or major fraction thereof
16 of work, and to pay employees their full wages during those rest periods. Labor Code § 558
17 required employers to comply with the Wage Orders.

18 86. Unless the employee is relieved of all duty during the thirty-minute meal period and
19 ten-minute rest period, the employee is considered "on duty" and the meal period or rest period is
20 counted as time worked under the applicable Wage Orders.

21 87. Under Labor Code § 226.7(b) and the applicable Wage Orders, an employer who fails
22 to authorize, permit, and/or make available a required meal period must, as compensation, pay the
23 employee one (1) hour of pay at the employee's regular rate of compensation for each workday that
24 the meal period was not authorized and permitted. Similarly, an employer must pay an employee
25 denied a required rest period one hour of pay at the employee's regular rate of compensation for
26 each workday that the required rest period was not authorized and permitted and/or not made
27 available.

1 88. Despite these requirements, Defendant has knowingly and willfully refused to
2 perform their obligations to authorize and permit and/or make available to Plaintiff and putative
3 Class members the ability to take the timely and full off-duty meal and rest periods to which they
4 are entitled.

5 89. Defendant has also failed to pay Plaintiff and putative Class members one (1) hour
6 of pay for each day an off-duty meal and/or rest period was denied, short, or late. Defendant's
7 conduct described herein violates Labor Code §§ 226.7 and 512. Therefore, pursuant to Labor
8 Code § 226.7(b), Plaintiff and putative Class members are entitled to compensation for the failure
9 to authorize and permit and/or make available timely and full off-duty meal and rest periods, plus
10 interest, attorneys' fees, expenses and costs of suit.

11 90. As a proximate result of the aforementioned violations, Plaintiff and putative Class
12 members have been damaged in an amount according to proof at time of trial.

13 91. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

14 **FIFTH CAUSE OF ACTION**
15 **Failure to Provide Accurate Itemized Wage Statements**
16 **Pursuant to Labor Code § 226**
(On Behalf of the Class)

17 92. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 93. Defendant does not provide Plaintiff and putative Class members with timely
20 accurate
21 itemized wage statements as required by California law.

22 94. Labor Code § 226(a) provides that:

23 Every employer shall, semimonthly or at the time of each payment of
24 wages, furnish each of his or her employees, either as a detachable part
25 of the check, draft, or voucher paying the employee's wages, or
26 separately when wages are paid by personal check or cash, an accurate
27 itemized statement in writing showing (1) gross wages earned, (2) total
28 hours worked by the employee, except for any employee whose
compensation is solely based on a salary and who is exempt from
payment of overtime under subdivision (a) of Section 515 or any
applicable order of the Industrial Welfare Commission, (3) the number
of piece-rate units earned and any applicable piece rate if the employee

is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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 payments 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 or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

95. The IWC Wage Orders also establishes this requirement. (See IWC Wage Orders 1-2001(7) and 4-2001(7).)

96. Labor Code § 226(e) provides:

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

97. Defendant does not provide timely, accurate itemized wage statements to Plaintiff and putative Class members in accordance with Labor Code § 226(a) and the IWC Wage Orders. The wage statements Defendant provides its employees, including Plaintiff and putative Class members, do not timely and accurately reflect all hours actually worked, actual gross wages earned and/or actual net wages earned, including minimum wages and overtime. In addition, the wage statements Defendant provides to its employees do not include full and timely premium pay for missed first and/or second meal periods or for rest periods, or do not reflect such pay in the full amounts owed and when owed.

98. Defendant is liable to Plaintiff and the putative Class members for the amounts described above in addition to the civil penalties set forth below, with interest thereon. Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below, pursuant to Labor Code § 226(e).

99. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

SIXTH CAUSE OF ACTION

**(Violation of Labor Code §§ 201-203)
(On Behalf of the Class).**

100. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

101. Defendant failed to pay all owed wages to departing putative Class members within the time limits imposed by Labor Code §§ 201-203.

102. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided

**SEVENTH CAUSE OF ACTION
Violation of California Business and Professions Code §§ 17200 *et seq.*
(On Behalf of the Class)**

103. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

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

105. Business and Professions Code § 17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

106. Labor 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.

107. Beginning at an exact date unknown to Plaintiff, but at least since the date four years prior to the filing of this lawsuit, Defendants 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 Labor Code § 1194 and IWC Wage Orders 1-2001 and 4-2001 pertaining to payment of wages, including minimum, regular and overtime wages, for all hours worked;

- b. violations of Labor Code § 510 and IWC Wage Orders 1-2001 and 4-2001 pertaining to overtime;
- c. violations of Labor Code §§ 226.7 and 512 and Wage Orders 1-2001 and 4-2001 pertaining to meal and rest breaks; and
- d. violations of Labor Code § 226 regarding accurate, timely itemized wage statements.
- e. violations of Labor Code §§ 201-203, and 204 regarding the timeliness of pay.

108. The violations of these laws and regulations, as well as of the fundamental California public policies protecting wages, serve as unlawful predicate acts and practices for purposes of Business and Professions Code §§ 17200 *et seq.*

109. The acts and practices described above constitute unfair, unlawful, and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code §§ 17200 *et seq.* Among other things, the acts and practices have taken from Plaintiff and the Class wages rightfully earned by them, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

110. Business and Professions Code § 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating the unlawful, unfair, and fraudulent business acts and practices alleged above.

111. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and putative Class members have suffered a loss of money and property, in the form of unpaid wages, which are due and payable.

112. Business and Professions 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. Plaintiff and putative Class members are entitled to restitution pursuant to Business and Professions Code § 17203 for all wages and payments unlawfully withheld from employees

1 during the four-year period prior to the filing of this Complaint. Plaintiff's success in this action
2 will enforce important rights affecting the public interest and, in that regard, Plaintiff sues on behalf
3 of himself as well as others similarly situated. Plaintiff and putative Class members seek and are
4 entitled to unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing
5 to them.

6 113. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.

7 114. There is a financial burden involved in pursuing this action, the action is seeking to
8 vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by
9 forcing him to pay attorneys' fees from any recovery thereof. Attorneys' fees are appropriate
10 pursuant to Code of Civil Procedure § 1021.5 and otherwise.

11 115. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

12 **EIGHTH CAUSE OF ACTION**
13 **Penalties Pursuant to Labor Code § 2699(a)**
14 **(On Behalf of the State of California and Aggrieved Employees)**

15 116. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 117. Labor Code § 2699(a) provides:

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

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

28 119. Labor Code § 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 employees
shall continue as a penalty from the due date thereof at the same rate
paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

120. Labor 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.”

121. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Labor Code §§ 201-202 and in the amounts established by Labor Code § 203. The “Aggrieved Employees” are Defendant’s non-exempt hourly and salaried California employees.

122. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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.

123. Labor Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and 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.

124. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

1 125. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
2 by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees a timely, accurate,
3 itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by
4 Labor Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Labor Code
5 § 226(e)(1), as prayed for herein.

6 126. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
7 Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. When
8 sixty-five calendar days have passed without notice from the LWDA, Plaintiff will have satisfied
9 the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

10 127. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
11 Employees, and himself as set forth in Labor Code § 2699.

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

15 129. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **NINTH CAUSE OF ACTION**
Penalties Pursuant to Labor Code § 2699(f)

17 **(On Behalf of the State of California and Aggrieved Employees)**

18 130. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
19 herein.

20 131. Labor Code § 2699(f) provides:

21 For all provisions of this code except those for which a civil penalty is
22 specifically provided, there is established a civil penalty for a violation
23 of these provisions, as follows: . . . (2) If, at the time of the alleged
24 violation, the person employs one or more employees, the civil penalty
is one hundred dollars (\$100) for each aggrieved employee per pay
period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

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

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

3 134. IWC Wage Order 1-2001 and 7-2001(2)(K) defines hours worked as “the time during
4 which an employee is subject to the control of an employer and includes all the time the employee
5 is suffered or permitted to work, whether or not required to do so.”

6 135. Labor Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the Wage Orders.

8 136. Labor Code § 510 provides, in relevant part:

9 Eight hours of labor constitutes a day’s work. Any work in excess of
10 eight hours in one workday and any work in excess of 40 hours in any
11 one workweek and the first eight hours worked on the seventh day of
12 work in any one workweek shall be compensated at the rate of no less
13 than one and one-half times the regular rate of pay for an employee.
14 Any work in excess of 12 hours in one day shall be compensated at the
15 rate of no less than twice the regular rate of pay for an employee. In
16 addition, any work in excess of eight hours on any seventh day of a
17 workweek shall be compensated at the rate of no less than twice the
18 regular rate of pay of an employee. Nothing in this section requires an
19 employer to combine more than one rate of overtime compensation in
20 order to calculate the amount to be paid to an employee for any hour of
21 overtime work.

22 137. Labor Code § 1197 provides:

23 The minimum wage for employees fixed by the commission or by any
24 applicable state or local law, is the minimum wage to be paid to
25 employees, and the payment of a lower wage than the minimum so
26 fixed is unlawful. This section does not change the applicability of local
27 minimum wage laws to any entity.

28 138. Labor Code § 1194 provides, in relevant part:

 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 attorney’s fees, and costs of suit.

 139. Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001 and 7-2001 require
Defendant to authorize, permit, and/or make available timely and compliant meal and rest periods
to its employees. Labor Code §§ 226.7 and 512 and IWC Wage 1-2001 and Order 4-2001 prohibit
employers from employing an employee for more than five hours without a meal period of not less

1 than thirty minutes, and from employing an employee more than ten hours per day without
2 providing the employee with a second meal period of not less than thirty minutes. Unless the
3 employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period,
4 the employee is considered “on duty” and the meal period is counted as time worked under the
5 applicable wage orders.

6 140. To the extent than any violation alleged herein does not carry penalties under Labor
7 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each pay period
8 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Labor
9 Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and
10 Aggrieved Employees for violations of Labor Code provisions including, but not limited to, Labor
11 Code 204, 226.7, 510, 512, 558, 1194, 1197, 1198, IWC Wage Order 1-2001 and 7-2001, and any
12 other violation alleged herein that does not carry penalties under Labor Code § 2699(a).

13 141. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with
14 notice of his intention to file this claim. When sixty-five calendar days have passed without notice
15 from the LWDA, Plaintiff will have satisfied the administrative prerequisites to commence this
16 civil action in compliance with § 2699.3(a).

17 142. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
18 Employees, and himself as set forth in Labor Code § 2699(g)(1).

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

22 144. Wherefore, Plaintiff requests relief as hereinafter provided.

23 **TENTH CAUSE OF ACTION**
24 **(For Violations of the FLSA)**
(On Behalf of All Class Members Who Opt In).

25 145. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 146. Plaintiff brings these claims under 29 U.S.C. § 216(b) as representatives of the Class.

1 These claims are asserted on behalf of those Class members who are deemed to provide consent to
2 be named in this action under 29 U.S.C. §216(b).

3 147. Under the FLSA, employees must pay non-exempt employees an overtime premium
4 wage of one and half-times their regular rate for all hours they spend working over 40 hours in a
5 workweek and must pay employees a specified minimum wage for all hours worked (see 29 U.S.C.
6 §§ 206-207).

7 148. Defendant failed timely to pay Class members all regular, minimum, and overtime
8 wages owed under the FLSA. Defendant also owed liquidated damages for such failures.

9 149. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief as follows:

- 12 a. Damages and restitution according to proof at trial for all unpaid wages and other
13 injuries, as provided by the California Labor Code and California Business and
14 Professions Code;
- 15 b. For a declaratory judgment that Defendant has violated the California Labor Code,
16 California law, and public policy as alleged herein;
- 17 c. For a declaratory judgment that Defendant has violated California Business and
18 Professions Code §§ 17200 *et seq.*, as a result of the aforementioned violations of the
19 California Labor Code;
- 20 d. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
21 civil penalties provided under the PAGA;
- 22 e. For preliminary, permanent, and mandatory injunctive relief prohibiting Defendant,
23 its officers, agents, and all those acting in concert with it from committing in the
24 future those violations of law herein alleged;
- 25 f. For an equitable accounting to identify, locate, and restore to all current and former
26 employees the wages they are due, with interest thereon;
- 27 g. For an order awarding Plaintiff and putative Class members compensatory damages,

including lost wages, earnings, liquidated damages, and other employee benefits, restitution, recovery of all money, actual damages, treble damages, punitive damages, and all other sums of money owed to Plaintiff and Class members, together with interest on these amounts, according to proof;

- h. For an award of reasonable attorneys' fees as provided by the California Labor Code, including California Labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5, and/or other applicable law;
- i. For all costs of suit;
- j. For interest as provided by applicable law;
- k. Under the FLSA, for all unpaid minimum, regular, and overtime wages, plus liquidated damages, attorneys' fees and costs;
- l. For such other and further relief as this Court deems just and proper.

Dated: March 23, 2023

Respectfully submitted,



Carolyn H. Cottrell

Ori Edelstein

Michelle S. Lim

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff and the Putative Class

DEMAND FOR JURY TRIAL

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

Dated: March 23, 2023

Respectfully submitted,



Carolyn H. Cottrell

Ori Edelstein

Michelle S. Lim

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff and the Putative Class