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County of Sacramento

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOYCE DEMPSEY and SYLVIA
REDDING, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

RALEY'S, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2021-00308264

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7 and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 - 203 (Wages Not Timely Paid Upon

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- Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 227.3 (Failure to Pay Vested Vacation Time Upon Termination);
- (9) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11070 Subdivision 5(A) (Failure to Provide Reporting Time Pay;
- (10) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (11) Violation of California Labor Code §§ 246 and 247.5 (Failure to Provide Sick Pay)
- (12) Violation of California Labor Code §§ 551 and 552 (Failure to Provide One Day’s Rest in Seven)
- (13) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (14) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (15) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOYCE DEMPSEY (“Plaintiff DEMPSEY”) and Plaintiff SYLVIA REDDING (“Plaintiff REDDING”), individually and on behalf of all other members of the public similarly situated, and as aggrieved employees and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code section 2698, *et seq.* (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiffs, the State of California, and other current and former employees who worked for Defendants in California as a non-exempt, hourly paid employee and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint.. The civil penalties sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiffs’ share of civil penalties sought in this action does not exceed \$75,000.

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

4. Venue is proper in this Court because, upon information and belief,

Defendants maintain offices, has agents, and/or transacts business in the State of California, including the County of Sacramento.

PARTIES

5. Plaintiff DEMPSEY is an individual residing in the State of California.

6. Plaintiff REDDING is an individual residing in the State of California.

7. Defendant RALEY’S at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

8. At all relevant times, RALEY’S was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

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

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

11. RALEY’S and DOES 1 through 100 will hereinafter collectively be referred to

1 as “Defendants.”

2 12. Plaintiffs further allege that Defendants including the unknown defendants
3 identified as DOES, directly or indirectly controlled or affected the working conditions,
4 wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved
5 employees so as to make each of said Defendants employers and employers liable under the
6 statutory provisions set forth herein.

7 **PAGA ALLEGATIONS**

8 13. At all times herein set forth, PAGA was applicable to Plaintiffs’ employment
9 by Defendants.

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

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

19 16. Plaintiffs were employed by Defendants and the alleged violations were
20 committed against them during their time of employment and they are, therefore, aggrieved
21 employees. Plaintiffs and the other employees are “aggrieved employees” as defined by
22 California Labor Code section 2699(c) in that they are all current or former employees of
23 Defendants and/or Defendants’ subsidiaries (including Nob Hill General Store, Inc. dba Nob
24 Hill Foods, Bel Air Mart dba Bel Air, Warehouse Concepts dba Food Source, and Market
25 5ONE5) (these entities are collectively called the “Raley’s Entities”), and one or more of the
26 alleged violations were committed against them.

27 17. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
28 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the

1 following requirements have been met:

- 2 (a) The aggrieved employee or representative shall give written notice by
3 online filing with the LWDA and by certified mail to the employer of
4 the specific provisions of the California Labor Code alleged to have
5 been violated, including the facts and theories to support the alleged
6 violation.
- 7 (b) An aggrieved employee's notice filed with the LWDA pursuant to
8 2699.3(a) and any employer response to that notice shall be
9 accompanied by a filing fee of seventy-five dollars (\$75).
- 10 (c) The LWDA shall notify the employer and the aggrieved employee or
11 representative by certified mail that it does not intend to investigate the
12 alleged violation ("LWDA Notice") within sixty (60) calendar days of
13 the postmark date of the aggrieved employee's notice. Upon receipt of
14 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
15 (65) calendar days of the postmark date of the aggrieved employee's
16 notice, the aggrieved employee may commence a civil action pursuant
17 to California Labor Code section 2699 to recover civil penalties.

18 18. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
19 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any
20 provision other than those listed in Section 2699.5 after the following requirements have
21 been met:

- 22 (a) The aggrieved employee or representative shall give written notice by
23 online filing with the LWDA and by certified mail to the employer of
24 the specific provisions of the California Labor Code alleged to have
25 been violated (other than those listed in Section 2699.5), including the
26 facts and theories to support the alleged violation.
- 27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(c) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

2 (c) The employer may cure the alleged violation within thirty-three (33)
3 calendar days of the postmark date of the notice sent by the aggrieved
4 employee or representative. The employer shall give written notice
5 within that period of time by certified mail to the aggrieved employee
6 or representative and by online filing with the LWDA if the alleged
7 violation is cured, including a description of actions taken, and no civil
8 action pursuant to Section 2699 may commence. If the alleged
9 violation is not cured within the 33-day period, the aggrieved employee
10 may commence a civil action pursuant to Section 2699.

11 19. On July 15, 2021, Plaintiff DEMPSEY provided written notice by online
12 submission to the LWDA and by U.S. Certified Mail to Defendant RALEY'S of the specific
13 provisions of the California Labor Code alleged to have been violated, including the facts
14 and theories to support the alleged violations. Plaintiff DEMPSEY has not received an
15 LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff DEMPSEY's
16 notice.

17 20. On July 16, 2021, Plaintiff REDDING provided written notice by online
18 submission to the LWDA and by U.S. Certified Mail to Defendant RALEY'S of the specific
19 provisions of the California Labor Code alleged to have been violated, including the facts
20 and theories to support the alleged violations. Plaintiff DEMPSEY has not received an
21 LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff DEMPSEY's
22 notice. True and correct copies of Plaintiff DEMPSEY's and Plaintiff REDDING's written
23 notices to the LWDA and Defendants, dated July 15, 2021 and July 16, 2021 respectively,
24 are attached hereto as "Exhibit 1."

25 21. Thus, Plaintiffs have satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants
27 for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246,
28 247.5, 510, 512, 551, 552, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants or Defendants' subsidiaries (including Nob Hill General Store, Inc. dba Nob Hill Foods, Bel Air Mart dba Bel Air, Warehouse Concepts dba Food Source, and Market 5ONE5) (these entities are collectively called the "Raley's Entities") employ or employed Plaintiffs and class members as hourly-paid or non-exempt employees who work or worked for Defendants or Raley's Entities in the State of California, including, but not limited to, all current and former hourly-paid or non-exempt employees who worked for any of the Defendants or Raley's Entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate(hereinafter collectively referred to as the "other aggrieved employees"). The class members also include all current and former hourly-paid or non-exempt employees who work for other locations and/or facilities owned, operated, or managed by Raley's, including, but not limited to Nob Hill General Store, Inc. dba Nob Hill Foods, Bel Air Mart dba Bel Air, Warehouse Concepts dba Food Source, and Market 5ONE5.

23. Defendants, jointly and severally, employed Plaintiff DEMPSEY as an hourly-paid, non-exempt employee from approximately June 2018 to approximately August 2020 in the State of California.

24. Defendants, jointly and severally, employed Plaintiff REDDING as an hourly-paid, non-exempt employee from approximately July 1998 to approximately January 2021 in the State of California.

25. Defendants hired Plaintiffs and class members, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiffs and class members, to set work rules and conditions governing Plaintiffs' and class members' employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of

1 Plaintiffs' and class members' employment for them to be joint employers of Plaintiffs and
2 class members.

3 28. Defendants directly hired and paid wages and benefits to Plaintiffs and class
4 members.

5 29. Defendants continue to employ hourly-paid or non-exempt employees, within
6 the State of California.

7 30. Plaintiffs and class members worked over eight (8) hours in a day, and/or forty
8 (40) hours in a week during their employment with Defendants.

9 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
11 or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
12 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
13 breaks in violation of California law.

14 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
15 or should have known that Plaintiffs and class members were entitled to be paid at a regular
16 rate of pay, and corresponding rates of pay, for overtime wages and/or meal and rest period
17 premiums, that included as eligible income all remuneration required by law, including but
18 not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
19 forms of compensation, but failed to include all forms of remuneration in calculating the
20 regular rate of pay for Plaintiffs and class members.

21 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
22 or should have known that Plaintiffs and class members were entitled to receive at least
23 minimum wages for compensation and that they were not receiving at least minimum wages
24 for work that was required to be done off-the-clock. In violation of the California Labor
25 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
26 the-clock.

27 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 failed to provide Plaintiffs and class members the required meal and rest periods during the

relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employee's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and class members' regular rate of pay when a meal period was missed.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and class members' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and class members' regular rate of pay when a rest period was missed.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and class members and the failure to include correct rates of pay for Plaintiffs and the class members.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and class members in accordance with California law, but, in fact, did

1 not keep complete and accurate payroll records.

2 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Plaintiffs and class members were entitled to receive all
4 wages owed to them upon discharge or resignation, including, but not limited to, overtime,
5 minimum wages, meal and rest period premiums, reporting time pay, vested vacation wages,
6 and/or sick leave pay, and they did not, in fact, receive all such wages owed to them at the
7 time of their discharge.

8 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and class members were entitled to receive all
10 wages owed to them during their employment. Plaintiffs and class members did not receive
11 payment of all wages, including, but not limited to, overtime, minimum wages, meal and rest
12 period premiums, reporting time pay, vested vacation wages, and/or sick leave pay, within
13 any time permissible under California Labor Code section 204.

14 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that they were required to pay departing employees all vested
16 vacation wages that were owed to them at the end of their employment. In violation of the
17 California Labor Code, Defendants failed to pay Plaintiffs and class members all vested
18 vacation time at the end of their employment, causing a forfeiture of vested vacation wages.

19 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
20 or should have known that Plaintiffs and class members were entitled to one day's rest in
21 seven. In violation of the California Labor Code, Defendants required Plaintiffs and class
22 members to work more than six consecutive days without a day of rest, where the total hours
23 worked exceeded 30 hours in any week or six hours in any one day thereof.

24 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
25 or should have known that Plaintiffs and class members who worked in excess of 30 days for
26 Defendants in California were entitled to receive one hour of paid sick leave for every 30
27 hours worked to be paid at a regular rate of pay, that included, as eligible income, all income
28 derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation.

1 In violation of the California Labor Code, Defendants failed to provide Plaintiffs and class
2 members with all sick leave benefits and failed to include all forms of remuneration in
3 calculating the regular rate of pay for sick leave pay.

4 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew
5 or should have known that Plaintiffs and class members were entitled to receive all reporting
6 time pay when Plaintiffs and class members were required to report to work but were put to
7 work for less than half of their usual or scheduled shift. In violation of the California Labor
8 Code and applicable IWC Wage Order, Plaintiffs and class members were not paid all
9 reporting time pay.

10 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and class members were entitled to reimbursement
12 for necessary business-related expenses and costs and that they did not receive
13 reimbursement of applicable business-related expenses and costs incurred.

14 47. Plaintiffs are informed and believe, and thereon allege, that at all times herein
15 mentioned, Defendants knew or should have known that Defendants had a duty to provide
16 Plaintiffs and class members with written notice of the material terms of their employment
17 with Defendants as required by the California Wage Theft Prevention Act, but failed to do
18 so.

19 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiffs and class members
21 pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
23 represented to Plaintiffs and class members that they were properly denied wages, all in order
24 to increase Defendants' profits.

25 **CLASS ACTION ALLEGATIONS**

26 49. Plaintiffs bring this action on their own behalf, as well as on behalf of each
27 and all other persons similarly situated, and thus seek class certification under California
28 Code of Civil Procedure section 382.

1 50. All claims alleged herein arise under California law for which Plaintiffs seek
2 relief authorized by California law.

3 51. Plaintiffs' proposed class consists of and is defined as follows:

4 All persons who worked for Defendants or any of the Raley's
5 Entities as non-exempt, hourly paid employees in California,
6 within four years prior to the filing of the initial complaint until
7 the date of trial ("Class").

8 52. Plaintiffs' proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants or any of the Raley's
10 Entities as non-exempt, hourly paid employees in California and
11 who received at least one wage statement within one (1) year
12 prior to the filing of the initial complaint until the date of trial
13 ("Subclass").

14 53. Members of the Class and Subclass are referred to herein as "class members."

15 54. Plaintiffs reserve the right to redefine the Class and Subclass and to add
16 additional subclasses as appropriate based on further investigation, discovery, and specific
17 theories of liability.

18 55. There are common questions of law and fact as to class members that
19 predominate over questions affecting only individual members, including, but not limited to:

- 20 (a) Whether Defendants required Plaintiffs and class members to work
21 over eight (8) hours per day, over twelve (12) hours per day, or over
22 forty (40) hours per week and failed to pay all legally required
23 overtime compensation to Plaintiffs and class members;
24 (b) Whether Defendants failed to include all forms of remuneration in the
25 regular rate of pay as required by law for purposes of paying overtime
26 wages and/or meal and rest period premiums to Plaintiffs and class
27 members;
28 (c) Whether Defendants failed to pay Plaintiffs and class members at least
minimum wages for all hours worked;
 (d) Whether Defendants failed to provide Plaintiffs and class members
with meal periods;

- 1 (e) Whether Defendants failed to authorize and permit Plaintiffs and class
2 members to take rest periods;
- 3 (f) Whether Defendants provided Plaintiffs and class members with
4 complete and accurate wage statements as required by California Labor
5 Code section 226(a);
- 6 (g) Whether Defendants maintained accurate payroll records as required
7 by California Labor Code section 1174(d);
- 8 (h) Whether Defendants failed to pay earned overtime wages, minimum
9 wages, meal and rest period premiums, reporting time pay, sick leave
10 pay, and/or vested vacation wages, due to Plaintiffs and class members
11 upon their discharge;
- 12 (i) Whether Defendants failed timely to pay overtime wages, minimum
13 wages, meal and rest period premiums, reporting time pay, and/or sick
14 leave pay due to Plaintiffs and class members during their
15 employment;
- 16 (j) Whether Defendants failed to pay Plaintiffs and class members all
17 vested vacation time as wages at their final rate in accordance with the
18 terms and conditions of Defendants' employment contract and/or
19 policy;
- 20 (k) Whether Defendants failed to provide Plaintiffs and class members one
21 day's rest in seven;
- 22 (l) Whether Defendants failed to provide all sick leave benefits to
23 Plaintiffs and class members;
- 24 (m) Whether Defendants required Plaintiffs and class members to report to
25 work, but failed to provide them with work or provided them with less
26 than half their usual or scheduled day's work, without properly
27 compensating them as required by California Code of Regulations,
28 Title 8, section 11070, subsection 5.

- 1 (n) Whether Defendants failed to reimburse Plaintiffs and class members
2 for necessary and required business-related expenditures and/or losses
3 incurred by them in the scope of their employment;
4 (o) Whether Defendants failed to provide written notice of information
5 material to Plaintiffs' and class members' employment with
6 Defendants;
7 (p) Whether Defendants engaged in unlawful and unfair business practices
8 in violation of California Business & Professions Code sections 17200,
9 *et seq.*; and
10 (q) The appropriate amount of damages, restitution, or monetary penalties
11 resulting from Defendants' violations of California law.

12 56. There is a well-defined community of interest in the litigation and the class
13 members are readily ascertainable:

- 14 (a) Numerosity: The class members are so numerous that joinder of all
15 members would be unfeasible and impractical. The membership of the
16 entire class is unknown to Plaintiffs at this time; however, the class is
17 estimated to be greater than one hundred (100) individuals and the
18 identity of such membership is readily ascertainable by inspection of
19 Defendants' employment records.
20 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
21 protect the interests of each class member with whom they have a well-
22 defined community of interest, and Plaintiffs' claims (or defenses, if
23 any) are typical of all class members as demonstrated herein.
24 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
25 protect the interests of each class member with whom they have a well-
26 defined community of interest and typicality of claims, as
27 demonstrated herein. Plaintiffs acknowledge that they have an
28 obligation to make known to the Court any relationship, conflicts or

1 differences with any class member. Plaintiffs' attorneys, the proposed
2 class counsel, are versed in the rules governing class action discovery,
3 certification, and settlement. Plaintiffs have incurred, and throughout
4 the duration of this action, will continue to incur costs and attorneys'
5 fees that have been, are, and will be necessarily expended for the
6 prosecution of this action for the substantial benefit of each class
7 member.

8 (d) Superiority: The nature of this action makes the use of class action
9 adjudication superior to other methods. A class action will achieve
10 economies of time, effort, and expense as compared with separate
11 lawsuits, and will avoid inconsistent outcomes because the same issues
12 can be adjudicated in the same manner and at the same time for the
13 entire class.

14 (e) Public Policy Considerations: Employers in the State of California
15 violate employment and labor laws every day. Current employees are
16 often afraid to assert their rights out of fear of direct or indirect
17 retaliation. Former employees are fearful of bringing actions because
18 they believe their former employers might damage their future
19 endeavors through negative references and/or other means. Class
20 actions provide the class members who are not named in the complaint
21 with a type of anonymity that allows for the vindication of their rights
22 while simultaneously protecting their privacy.

23 **FIRST CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 25 **(Against all Defendants)**

26 57. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
27 and every allegation set forth above.

28 58. Labor Code section 1198 makes it illegal to employ an employee under

1 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
2 Code section 1198 requires that “. . . the standard conditions of labor fixed by the
3 commission shall be the . . . standard conditions of labor for employees. The employment of
4 any employee . . . under conditions of labor prohibited by the order is unlawful.”

5 59. California Labor Code section 1198 and the applicable IWC Wage Order
6 provide that it is unlawful to employ persons without compensating them at a rate of pay
7 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
8 number of hours worked by the person on a daily or weekly basis.

9 60. Specifically, the applicable IWC Wage Order provides that Defendants are
10 and were required to pay Plaintiffs and class members working more than eight (8) hours in a
11 day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
12 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
13 workweek.

14 61. The applicable IWC Wage Order further provides that Defendants are and
15 were required to pay Plaintiffs and class members working more than twelve (12) hours in a
16 day, overtime compensation at a rate of two (2) times their regular rate of pay. An
17 employee’s regular rate of pay includes all remuneration for employment paid to, or on
18 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

19 62. California Labor Code section 510 codifies the right to overtime compensation
20 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
21 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
22 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
23 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8)
24 hours in a day on the seventh (7th) day of work.

25 63. During the relevant time period, Defendants willfully failed to pay all
26 overtime wages owed to Plaintiffs and class members, including by not paying overtime at
27 the regular rate of pay. During the relevant time period, Plaintiffs and class members were
28 not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a

1 day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week,
2 because all hours worked were not recorded.

3 64. Defendants had, and continue to have, a company-wide policy and/or practice
4 of discouraging and impeding Plaintiffs and class members from recording hours worked that
5 were outside of their scheduled shifts in order to limit the amount of overtime employees
6 could accrue. In addition, Defendants failed to provide Plaintiffs and class members with a
7 sufficient number of time clocks for employee use, which resulted in long lines to clock in
8 and out of shifts. As a result, Plaintiffs and class members had to wait in lines off-the-clock
9 before their shifts for a time clock to become available. Similarly, Plaintiffs and class
10 members had to wait in these lines to clock out for a meal period and/or clock back in from a
11 meal period.

12 65. Further, Defendants had a company-wide practice and/or policy of
13 understaffing their locations and assigning heavy workloads, which resulted in Plaintiffs and
14 class members being required to work during unpaid meal periods. Moreover, Defendants'
15 managers required Plaintiffs and class members to discuss work-related matters before
16 permitting them to clock in for their shifts. Plaintiffs and class members were not paid for
17 the time they were required to discuss work-related matters off-the-clock with Defendants'
18 managers.

19 66. Defendants knew or should have known that as a result of these company-
20 wide practices and/or policies, Plaintiffs and class members were performing their assigned
21 duties off-the-clock outside of their scheduled shifts and during meal periods, and were
22 suffered or permitted to perform work for which they were not paid. Because Plaintiffs and
23 class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or
24 more, some of this off-the-clock work qualified for overtime premium pay. Therefore,
25 Plaintiffs and class members were not paid overtime wages for all of the overtime hours they
26 actually worked.

27 67. Moreover, Defendants did not pay Plaintiffs and class members the correct
28 overtime rate (at the regular rate of pay) for the recorded and unrecorded overtime hours that

1 they actually worked. In addition to an hourly wage, Defendants paid Plaintiffs and class
2 members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
3 However, in violation of the California Labor Code, Defendants failed to incorporate all
4 compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of
5 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
6 overtime wage rate. Therefore, during times when Plaintiffs and class members worked
7 overtime and received these other forms of pay, Defendants failed to pay all overtime wages
8 by paying a lower overtime rate than required (the regular rate of pay).

9 68. Defendants' failure to pay Plaintiffs and class members the balance of
10 overtime compensation as required by California law, violates the provisions of California
11 Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194,
12 Plaintiffs and class members are entitled to recover from Defendants their unpaid overtime
13 compensation, as well as interest, costs, and attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 16 **Minimum Wages** 17 **(Against all Defendants)**

18 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
19 and every allegation set forth above.

20 70. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
21 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
22 minimum wage to be paid to employees, and the payment of a wage less than the minimum
23 so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as
24 "the time during which an employee is subject to the control of an employer, and includes all
25 the time the employee is suffered or permitted to work, whether or not required to do so."
26 Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

27 71. As set forth above, as a result of Defendants' policy of limiting the amount of
28 overtime employees could accrue, Defendants required Plaintiffs and class members to

1 perform work off-the-clock outside their scheduled shifts, communicating with Defendants'
2 management. Defendants failed to track this time that Plaintiffs and class members spent
3 working off-the-clock, and Plaintiffs and class members received no compensation for this
4 time. As also stated, Defendants failed to provide a sufficient number of time clocks for
5 employee use, which resulted in long lines to clock in and out of shifts. As a result, Plaintiffs
6 and class members had to wait in lines off-the-clock before their shifts for a time clock to
7 become available. Similarly, Plaintiffs and class members had to wait in these lines to clock
8 out for a meal period and/or clock back in from a meal period.

9 72. Further, as also stated, due to Defendants' policies and/or practices of
10 understaffing their locations while assigning heavy workloads, Plaintiffs and class members
11 were impeded from taking all uninterrupted meal periods to which they were entitled and
12 were required to work off-the-clock during meal periods, have their meal periods interrupted,
13 and/or were otherwise not relieved of all duties during unpaid meal periods. Thus,
14 Defendants systematically failed to pay Plaintiffs and class members for actual hours worked
15 during unpaid meal periods because these hours were not always correctly recorded.

16 73. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
17 class members. To the extent that these off-the-clock hours did not qualify for overtime
18 premium payment, Defendants did not pay at least minimum wages for those hours worked
19 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
20 and 1198.

21 74. Defendants' failure to pay Plaintiffs and class members minimum wages
22 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
23 California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover
24 from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
25 interest thereon.

1 **THIRD CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 512(a), and 1198—Meal Period Violations**
3 **(Against all Defendants)**

4 75. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
5 and every allegation set forth above.

6 76. At all relevant times herein set forth, California Labor Code section 512(a)
7 provides that an employer may not require, cause, or permit an employee to work for a
8 period of more than five (5) hours per day without providing the employee with a meal
9 period of not less than thirty (30) minutes, except that if the total work period per day of the
10 employee is not more than six (6) hours, the meal period may be waived by mutual consent
11 of both the employer and the employee. Under California law, first meal periods must start
12 after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004,
13 1041-1042 (2012).

14 77. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

17 78. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
18 and the applicable IWC Wage Order also require employers to provide a second meal period
19 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to
20 pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
21 the total hours worked is no more than twelve (12) hours, the second meal period may be
22 waived by mutual consent of the employer and the employee only if the first meal period was
23 not waived.

24 79. As stated, Defendants had, and continue to have, company-wide policies
25 and/or practices of understaffing while assigning heavy workloads, which has prevented
26 Plaintiffs and class members from taking all timely, uninterrupted meal periods to which they
27 were entitled. Further, Defendants had a company-wide practice and/or policy of failing to
28 adhere to a schedule for meal periods, which further caused Plaintiffs and class members to

1 not be relieved of their duties for compliant meal periods.

2 80. As a result, Plaintiffs and class members had to work through all or part of
3 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
4 time before taking meal periods. Furthermore, Defendants' management interrupted
5 Plaintiffs' meal periods by asking them work-related questions during their meal period.

6 81. Moreover, Defendants did not provide Plaintiffs and class members with
7 second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
8 For example, during the relevant time period, Plaintiffs worked shifts in excess of 10 hours
9 in one day but were not provided second meal periods. Plaintiffs and class members did not
10 sign valid meal period waivers on days that they were entitled to meal periods and were not
11 relieved of all duties.

12 82. At all times herein mentioned, Defendants knew or should have known that, as
13 a result of these policies, Plaintiffs and class members were prevented from being relieved of
14 all duties and required to perform some of their assigned duties during meal periods.
15 Defendants further knew or should have known that Defendants did not pay Plaintiffs and
16 class members meal period premiums when meal periods were missed, shortened,
17 interrupted, and/or late.

18 83. Moreover, Defendants engaged in a company-wide practice and/or policy of
19 not paying meal period premiums owed when compliant meal periods are not provided.
20 Because of this practice and/or policy, Plaintiffs and class members have not received
21 premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that
22 Defendants did pay Plaintiffs and class members premium pay for missed, late, and
23 interrupted meal periods, Defendants did not pay Plaintiffs and class members at the correct
24 rate of pay (the regular rate of pay) for premiums because Defendants systematically failed to
25 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or
26 other forms of remuneration, in the regular rate of pay. As a result, Defendants failed to
27 provide Plaintiffs and class members compliant meal periods in violation of California Labor
28 Code sections 226.7 and 512(a), and failed to pay the full meal period premiums due.

84. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), and 1198. Plaintiffs and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

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FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 1198—Rest Period Violations

(Against all Defendants)

85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

86. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198 were applicable to Plaintiffs' and class members' employment by Defendants.

87. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

88. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked

1 for which there shall be no deduction from wages.

2 89. Pursuant to the applicable IWC Wage Order and California Labor Code
3 section 226.7(c), Plaintiffs and class members are entitled to recover from Defendants one
4 (1) additional hour of pay at their regular rates of pay for each work day that a required rest
5 period was not authorized and permitted.

6 90. During the relevant time period, Defendants regularly failed to authorize and
7 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
8 hour period worked or major fraction thereof. As with meal periods, Defendants' company-
9 wide practices, including understaffing and assigning heavy workloads, prevented Plaintiffs
10 and class members from being relieved of all duty to take rest periods. Additionally,
11 Defendants failed to adhere to a schedule for rest periods, which, coupled with Defendants'
12 failure to provide adequate rest period coverage, further led to Plaintiffs and class members
13 not being authorized and permitted to take rest periods.

14 91. Furthermore, on information and belief, Defendants maintained and
15 implemented a company-wide on-premises rest period policy, which effectively required that
16 Plaintiffs and/or class members remain on the premises during their rest periods. Because
17 Plaintiffs and/or class members were restricted from leaving Defendants' premises during
18 rest periods, they were denied the ability to use their rest periods freely for their own
19 purposes, such as completing personal errands. Thus, Defendants effectively maintained
20 control over Plaintiffs and/or class members during rest periods.

21 92. As a result of Defendants' practices and policies, Plaintiffs and class members
22 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours
23 without receiving all uninterrupted rest periods to which they were entitled.

24 93. Defendants have also engaged in a company-wide practice and/or policy of
25 not paying rest period premiums owed when compliant rest periods are not authorized and
26 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
27 received premium pay for all missed rest periods. Alternatively, to the extent that
28 Defendants did pay Plaintiffs and class members one (1) additional hour of premium pay for

missed rest periods, Defendants did not pay Plaintiffs and class members at the correct rate of pay (the regular rate of pay) for premium wages because Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of compensation, in the regular rate of pay. As a result, Defendants denied Plaintiffs and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and the applicable IWC Wage Order.

94. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Plaintiffs and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)

95. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

96. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

97. At all relevant times, Defendants have knowingly and intentionally provided Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number

1 of hours worked at each hourly rate. Specifically, Defendants violated sections include
2 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

3 98. Consider the following examples. First, because Defendants did not record
4 the time Plaintiffs and Subclass members spent working off the clock and deducted time
5 from their meal periods that were missed and/or interrupted (and therefore time for which
6 they should have been paid), Defendants did not list the correct amount of gross wages and
7 net wages earned by Plaintiffs and Subclass members in compliance with sections 226(a)(1)
8 and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of
9 hours worked by Plaintiffs and Subclass members, in violation of section 226(a)(2), and
10 failed to list the applicable hourly rates of pay in effect during the pay period and the
11 corresponding accurate number of hours worked at each hourly rate, in violation of section
12 226(a)(9).

13 99. Second, because Defendants did not calculate Plaintiffs' and Subclass
14 members' regular rate of pay correctly, including for purposes of paying overtime wages,
15 meal and rest period premiums, and/or paid sick leave, Defendants did not list the correct
16 amount of gross wages in compliance with section 226(a)(1). For the same reason,
17 Defendants failed to list the correct amount of net wages in violation of section 226(a)(5).
18 Defendants also failed to correctly list all applicable hourly rates in effect during the pay
19 period, including correct rates of pay for overtime wages, sick leave, and/or meal and rest
20 period premiums, in violation of section 226(a)(9).

21 100. The wage statement deficiencies also include, among other things, failing to
22 list the number of piece-rate units earned and any applicable piece rate if the employee is
23 paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of
24 the period for which employees were paid; failing to list the name of the employee and only
25 the last four digits of his or her social security number or an employee identification number
26 other than a social security number; failing to list the name and address of the legal entity
27 that is the employer; and/or failing to state all hours worked as a result of not recording or
28 stating hours worked off-the-clock.

101. California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

102. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiffs and Subclass members, in violation of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiffs and Subclass members with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

103. Plaintiffs and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

**Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)**

104. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

105. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

106. On information and belief, Defendants have a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff REDDING voluntarily resigned from her employment with Defendants on or about December 20, 2020. However, Defendants did not provide Plaintiff REDDING with her final wages, until January 2021. Thus, Defendants failed to pay Plaintiff REDDING her final wages within seventy-two (72) hours of her leaving Defendants' employ, in violation of California Labor Code section 202.

107. Additionally, Defendants willfully failed to pay Plaintiffs and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, reporting time pay, vested vacation wages, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

108. Defendants' failure to pay Plaintiffs and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections

201 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

109. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

110. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, reporting time pay, vacation pay, sick leave pay, and/or any other wages, compensation, and remuneration discussed within this Complaint that were not timely or correctly paid to Plaintiffs and class members during their employment.

111. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

112. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

113. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the

1 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
2 more than seven (7) calendar days following the close of the payroll period.

3 114. During the relevant time period, Defendants willfully failed to pay Plaintiffs
4 and class members all wages due including, but not limited to, overtime wages, minimum
5 wages, meal and rest period premiums, reporting time pay, and/or sick leave pay, within the
6 time periods specified by California Labor Code section 204.

7 115. Defendants' failure to pay Plaintiffs and class members all wages due violates
8 Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from
9 Defendants the statutory penalty wages pursuant to California Labor Code section 210

10 **EIGHTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 227.3—Failure to Pay All Vested Vacation Time** 12 **Upon Termination**

13 **(Against all Defendants)**

14 116. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
15 and every allegation set forth above.

16 117. At all relevant times herein set forth, California Labor Code section 227.3
17 provides that whenever a contract of employment or employer policy provides for paid
18 vacations, and an employee is terminated without having taken his or her vested vacation
19 time, all vested vacation shall be paid to him or her as wages at his or her final rate in
20 accordance with such contract of employment or employer policy respecting eligibility or
21 time served.

22 118. During the relevant time period, Defendants had a company-wide policy and
23 practice of failing to pay Plaintiffs and class members vested vacation wages that were owed
24 to them at the end of their employment, in violation of California Labor Code section 227.3.
25 Specifically, Defendants failed to properly calculate and pay all earned vested vacation time
26 due to the hours Plaintiffs and class members worked off-the-clock pursuant to their
27 company-wide policies and/or practices. Alternatively, when Defendants did pay earned
28 vested vacation time, it was not paid at the proper rate.

119. Defendants’ failure to pay Plaintiffs and class members all vested vacation wages at the proper rate at the end of their employment has caused a forfeiture of vested vacation wages, in violation of California Labor Code section 227.3. Plaintiffs and class members are therefore entitled to recover from Defendants their unpaid vested vacation wages due to them, plus interest.

NINTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 5(A)—Failure to Provide Reporting Time Pay (Against all Defendants)

120. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

121. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

122. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11070(5)(A), provides that “[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

123. During the relevant time period, Defendants violated California Labor Code

1 section 1198 and California Code of Regulations, Title 8, section 11070(5)(A), because
2 Defendants failed to pay Plaintiffs and class members reporting time pay at the regular rate
3 of pay when they reported to work for their scheduled shift but were put to work for less than
4 half of the usual or scheduled day's work.

5 124. Defendants had a company-wide practice of sending Plaintiffs and class
6 members home early from their shifts, including before they had worked at least half of their
7 usual or scheduled shift, but would not pay Plaintiffs and class members for half of their
8 scheduled shift at the regular rate of pay. Although Plaintiffs and class members reported to
9 work based on the schedule that was provided to them, Defendants would send them home
10 before they worked at least half of their usual or scheduled shifts. When this occurred,
11 Defendants did not pay Plaintiffs and class members for at least half of their scheduled day's
12 work or the minimum reporting time pay at the regular rate of pay.

13 125. Accordingly, Plaintiffs and class members were not properly compensated
14 with reporting time pay in violation of California Labor Code section 1198 and California
15 Code of Regulations, Title 8, section 11070(5)(A). Plaintiffs and class members are
16 therefore entitled to recover from Defendants unpaid wages and interest.

17 **TENTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 2800 and 2802—Unpaid Business-Related** 19 **Expenses** 20 **(Against all Defendants)**

21 126. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
22 and every allegation set forth above.

23 127. At all times herein set forth, California Labor Code section 2802 provides that
24 an employer must reimburse employees for all necessary expenditures and losses incurred by
25 the employee in the performance of his or her job. The purpose of Labor Code section 2802
26 is to prevent employers from passing off their cost of doing business and operating expenses
27 on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137,
28 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that:

1 “[w]hen tools or equipment are required by the employer or are necessary to the performance
2 of a job, such tools and equipment shall be provided and maintained by the employer, except
3 that an employee whose wages are at least two (2) times the minimum wage provided herein
4 may provide and maintain hand tools and equipment customarily required by the trade or
5 craft.”

6 128. During the relevant time period, Defendants, on a company-wide basis,
7 required that Plaintiffs and class members purchase items necessary to perform their jobs,
8 including by using their own personal mobile devices and personal vehicles to carry out
9 company business or purchasing clothing and shoes to carry out company business.
10 Although Defendants required Plaintiffs and class members to utilize their own personal
11 mobile devices and personal vehicles to carry out their work-related responsibilities and
12 required them to purchase clothing and shoes to carry out their work-related responsibilities,
13 Defendants failed to reimburse them for their mobile data usage and failed to reimburse for
14 mileage or travel expenses and failed to reimburse them for the clothing or shoes.

15 129. Defendants could have provided Plaintiffs and class members with company-
16 issued phones, vehicles, clothing, or shoes, or, Defendants could have reimbursed employees
17 for the cost of their personal cell phone expenses, mileage and travel expenses, and clothing
18 and shoe expenses. Instead, Defendants passed these operating costs onto Plaintiffs and class
19 members.

20 130. Defendants’ company-wide policy and/or practice of not reimbursing
21 employees for expenses necessarily incurred and passing on their operating costs to Plaintiffs
22 and class members violates California Labor Code sections 2800 and 2802. Defendants have
23 intentionally and willfully failed to reimburse Plaintiffs and class members for necessary
24 business-related expenses and costs.

25 131. Plaintiffs and class members are entitled to recover from Defendants their
26 business-related expenses incurred during the course and scope of their employment, plus
27 interest.

28 **ELEVENTH CAUSE OF ACTION**

**Violation of California Labor Code §§ 246 and 247.5—Failure to Provide Sick
Pay
(Against all Defendants)**

132. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

133. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

134. During the relevant time period, on information and belief, Defendants did not pay Plaintiffs and class members the correct sick leave rates of pay. Defendants failed to correctly use either method of calculation under Labor Code section 246(l) to determine Plaintiffs' and class members' sick leave rates of pay. As stated, in addition to an hourly wage, Defendants paid Plaintiffs and class members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Plaintiffs and class

1 members took sick leave and received these other forms of pay, Defendants failed to pay all
2 sick leave benefits by paying a lower sick leave pay rate than required. Specifically,
3 Defendants paid Plaintiffs and class members sick leave based on their hourly rate of pay
4 instead of their regular rate of pay. Defendants' failure to properly calculate the sick leave
5 rates of pay based on all remuneration paid has resulted in an underpayment of sick leave
6 benefits to Plaintiffs and class members on a company-wide basis in violation of Labor Code
7 section 246(l).

8 135. Additionally, Defendants failed to provide Plaintiffs and class members paid
9 sick leave of one hour of paid sick leave for every 30 hours worked, by failing to account for
10 all hours worked by Plaintiffs and class members, including time spent working off the
11 clock. Plaintiffs and class members worked in excess of 30 days for Defendants in
12 California and were therefore eligible to receive paid sick leave. As a result, Defendants
13 failed to Plaintiffs and class members with the correct amount of sick leave benefits, in
14 violation of Labor Code section 246(b)(1)-(4).

15 136. Accordingly, Plaintiffs and class members are entitled to recover statutory
16 penalty wages pursuant to Labor Code section 248.5.

17 **TWELFTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 551 and 552—Failure to Provide One** 19 **Day's Rest in Seven** 20 **(Against all Defendants)**

21 137. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
22 and every allegation set forth above.

23 138. At all relevant times herein, California Labor Code section 551 provides that
24 every person employed in any occupation of labor is entitled to one day's rest in seven.
25 Additionally, California Labor Code section 552 prohibits employers from requiring
26 employees to work more than six consecutive days without a day of rest.

27 139. At all relevant times herein set forth, California Labor Code section 556
28 exempts an employer from the day-of-rest requirement when the total hours worked by an

1 employee do not exceed 30 hours in any week or six hours in any one day thereof.

2 140. During the relevant time period, on information and belief, Defendants
3 scheduled Plaintiffs and class members to work six (6) or more hours per day and seven (7)
4 consecutive days in a workweek. Because Plaintiffs and class members worked over 30
5 hours per week and over six (6) hours per day in any one day in a workweek, they were not
6 exempt from the day-of-rest requirement. To the extent that Plaintiffs and class members
7 may have signed purported waivers of their right to a day's rest in seven, such waivers are
8 invalid.

9 141. Thus, during the relevant time period, and in violation of Labor Code sections
10 551 and 552, Defendants caused Plaintiffs and class members to work more than six days in
11 seven. Plaintiffs and class members are therefore entitled to recover statutory penalty wages
12 pursuant to Labor Code section 558.

13 **THIRTEENTH CAUSE OF ACTION**

14 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

15 **(Against all Defendants)**

16 142. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
17 and every allegation set forth above.

18 143. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiffs to recover
19 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
20 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226,
21 226.7, 227.3, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802. Labor
22 Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil
23 penalties for violations of those Labor Code sections not found in section 2699.5, including
24 sections 246, 247.5, 1182.12, and 2810.5.

25 144. Defendants' conduct, as alleged herein, violates numerous sections of the
26 California Labor Code, including, but not limited to, the following:

- 27 (a) Violation of Labor Code sections 510 and 1198, and the applicable
28 IWC Wage Order for Defendants' failure to compensate Plaintiffs and

1 other aggrieved employees with all required overtime pay, as alleged
2 herein;

3 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to include all
5 forms of remuneration in the regular rate of pay as required by law for
6 purposes of paying overtime wages and/or meal and rest period
7 premiums to Plaintiffs and other aggrieved employees, as alleged
8 herein;

9 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
10 1198, and the applicable IWC Wage Order for Defendants' failure to
11 compensate Plaintiffs and other aggrieved employees with at least
12 minimum wages for all hours worked, as alleged herein;

13 (d) Violation of Labor Code sections 226.7, 512(a), and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide
15 Plaintiffs and other aggrieved employees with meal periods, as alleged
16 herein;

17 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
18 IWC Wage Order for failure to provide accurate and complete wage
19 statements to Plaintiffs and other aggrieved employees, as alleged
20 herein;

21 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
22 IWC Wage Order for failure to maintain payroll records, as alleged
23 herein;

24 (g) Violation of Labor Code sections 201-203 for failure to pay all earned
25 wages upon termination, as alleged herein;

26 (h) Violations of Labor Code section 204 and 210 for failure to pay all
27 earned wages during employment, as alleged herein;

28 (i) Violation of Labor Code section 227.3 for failure to pay all vested

1 vacation time upon termination, as alleged herein;

2 (j) Violation of Labor Code sections 246 and 247.5 for failure to provide
3 all sick leave benefits to Plaintiffs and other aggrieved employees, as
4 alleged herein;

5 (k) Violation of Labor Code section 1198 and the applicable IWC Wage
6 Order for failing to pay reporting time pay to Plaintiffs and other
7 aggrieved employees, as alleged herein;

8 (l) Violation of Labor Code section 551 and 552 for failure to provide
9 Plaintiffs and other aggrieved employees one day's rest in seven, as
10 alleged herein;

11 (m) Violation of Labor Code sections 2800 and 2802 for failure to
12 reimburse Plaintiffs and other aggrieved employees for all business
13 expenses necessarily incurred, as alleged herein and

14 (n) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
15 provide written notice of information material to Plaintiffs' and other
16 aggrieved employees' employment with Defendants, as set forth
17 below.

18 145. California's Wage Theft Prevention Act was enacted to ensure that employers
19 provide employees with basic information material to their employment relationship at the
20 time of hiring, and to ensure that employees are given written and timely notice of any
21 changes to basic information material to their employment. Codified at California Labor
22 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
23 employer must provide written notice to employees containing basic and material payroll
24 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
25 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
26 overtime, the regular payday designated by the employer, and any allowances claims as part
27 of the minimum wage, including meal or lodging allowances. Labor Code
28 § 2810.5(a)(1)(A)-(C).

1 146. At all relevant times, on information and belief, Defendants failed, on a
2 company-wide basis, to provide written notice to Plaintiffs and other aggrieved employees
3 that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

4 147. Defendants' failure to provide Plaintiffs and other aggrieved employees with
5 written notice of basic information regarding their employment with Defendants is in
6 violation of California Labor Code section 2810.5. Plaintiffs and other aggrieved employees
7 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
8 and (g).

9 **FOURTEENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

11 **Unlawful Business Practices**

12 **(Against all Defendants)**

13 148. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
14 and every allegation set forth above.

15 149. Defendants are "persons" as defined by California Business & Professions
16 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
17 and/or associations.

18 150. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
19 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
20 suffered injury in fact and has lost money as a result of Defendants' unlawful business
21 practices. Plaintiffs seek to enforce important rights affecting the public interest within the
22 meaning of Code of Civil Procedure section 1021.5.

23 151. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business &
25 Professions Code sections 17200, *et seq.*

26 152. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on the violation of any state or federal law. In the instant case,
28 Defendants' policies and practices have violated state law in at least the following respects,

1 and including those discussed throughout this Complaint:

- 2 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
3 class members, to work overtime without paying them proper
4 compensation in violation of California Labor Code sections 510 and
5 1198, and the applicable IWC Wage Order, as alleged herein;
- 6 (b) Failing to include all forms of remuneration in the regular rate of pay as
7 required by law for purposes of paying overtime wages and/or meal and
8 rest period premiums to Plaintiffs and class members, in violation of
9 California Labor Code sections 226.7, 510, and 1198, and the applicable
10 IWC Wage Order, as alleged herein;
- 11 (c) Failing to pay at least minimum wage to Plaintiffs and class members
12 in violation of California Labor Code sections 1182.12, 1194, 1197,
13 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
14 herein;
- 15 (d) Failing to provide all meal periods to Plaintiffs and class members in
16 violation of California Labor Code sections 226.7, 512(a), and 1198,
17 and the applicable IWC Wage Order, as alleged herein;
- 18 (e) Failing to authorize and permit Plaintiffs and class members to take all
19 rest periods in violation of California Labor Code sections 226.7, and
20 1198, and the applicable IWC Wage Order, as alleged herein;
- 21 (f) Failing to provide Plaintiffs and class members with accurate wage
22 statements and failing to maintain accurate payroll records in violation
23 of California Labor Code sections 226(a), 1174(d), and 1198, and the
24 applicable IWC Wage Order, as alleged herein;
- 25 (g) Failing timely to pay all earned wages to Plaintiffs and class members
26 in violation of California Labor Code section 204, as alleged herein;
- 27 (h) Failing to pay all vested vacation wages to Plaintiffs and class
28 members upon termination in violation of California Labor Code

1 section 227.3, as alleged herein;

2 (i) Failing to provide all paid sick leave benefits to Plaintiffs and class
3 members in violation of California Labor Code sections 246 and 247.5,
4 as alleged herein;

5 (j) Failing to provide one day's rest in seven to Plaintiffs and class
6 members in violation of California Labor Code sections 551 and 552,
7 as alleged herein;

8 (k) Failing to pay reporting time pay in violation of California Labor Code
9 section 1198 and the applicable IWC Wage Order, as alleged herein;

10 (l) Failing to reimburse Plaintiffs and class members for all business
11 expenses necessarily incurred in violation of California Labor Code
12 section 2802, as alleged herein; and

13 (m) Failing to provide written notice of information material to Plaintiffs'
14 and class members' employment with Defendants in violation of
15 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

16 153. At all relevant times herein, California's Wage Theft Prevention Act was
17 enacted to ensure that employers provide employees with basic information material to their
18 employment relationship at the time of hiring, and to ensure that employees are given written
19 and timely notice of any changes to basic information material to their employment.

20 Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides
21 that at the time of hiring, an employer must provide written notice to employees containing
22 basic and material payroll information, including, among other things, the rate(s) of pay and
23 basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or
24 otherwise, including any rates for overtime, the regular payday designated by the employer,
25 and any allowances claims as part of the minimum wage, including meal or lodging
26 allowances. Labor Code § 2810.5(a)(1)(A)-(C).

27 154. At all relevant times, on information and belief, Defendants failed, on a
28 company-wide basis, to provide written notice to Plaintiffs and class members that lists the

1 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants'
2 failure to provide Plaintiffs and class members with written notice of basic information
3 regarding their employment with Defendants is in violation of California Labor Code section
4 2810.5.

5 155. As a result of the violations of California law herein described, Defendants
6 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
7 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
8 herein.

9 156. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
10 Plaintiffs and class members are entitled to restitution of the wages withheld and retained by
11 Defendants during a period that commences four years prior to the filing of the initial
12 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
13 Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of
14 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

15 **FIFTEENTH CAUSE OF ACTION**

16 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

17 **Unfair Business Practices**

18 **(Against all Defendants)**

19 157. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
20 and every allegation set forth above.

21 158. Defendants are "persons" as defined by California Business & Professions
22 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
23 and/or associations.

24 159. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
25 and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered
26 injury in fact and has lost money as a result of Defendants' unfair business practices.

27 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
28 Code of Civil Procedure section 1021.5.

160. Defendants’ activities, including those discussed throughout this Complaint, such as Defendants’ company-wide practice and/or policy of not paying Plaintiffs and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiffs and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiffs and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

161. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

162. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in

1 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs
2 reserve the right to amend their prayer for relief to seek a different amount.

3 **Class Certification**

4 2. That this case be certified as a class action;

5 3. That Plaintiffs be appointed as the representative of the Class and Subclass;

6 4. That counsel for Plaintiffs be appointed as class counsel.

7 **As to the First Cause of Action**

8 5. That the Court declare, adjudge, and decree that Defendants violated
9 California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by
10 willfully failing to pay all overtime wages due to Plaintiffs and class members;

11 6. For general unpaid wages at overtime wage rates and such general and special
12 damages as may be appropriate;

13 7. For pre-judgment interest on any unpaid overtime compensation commencing
14 from the date such amounts were due, or as otherwise provided by law;

15 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
16 California Labor Code section 1194(a); and

17 9. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Second Cause of Action**

20 10. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
22 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

23 11. For general unpaid wages and such general and special damages as may be
24 appropriate;

25 12. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due, or as otherwise provided by law;

27 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
28 California Labor Code section 1194(a);

1 14. For liquidated damages pursuant to California Labor Code section 1194.2; and
2 15. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Third Cause of Action**

5 16. That the Court declare, adjudge, and decree that Defendants violated
6 California Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order
7 by willfully failing to provide all meal periods to Plaintiffs and class members;

8 17. That the Court make an award to the Plaintiffs and class members of one (1)
9 hour of pay at each employee's regular rate of pay for each workday that a meal period was
10 not provided;

11 18. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 19. For premiums pursuant to California Labor Code section 226.7(c);

14 20. For pre-judgment interest on any unpaid meal period premiums from the date
15 such amounts were due, or as otherwise provided by law;

16 21. For attorneys' fees pursuant to California Code of Civil Procedure section
17 1021.5, or as otherwise provided by law; and

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

20 **As to the Fourth Cause of Action**

21 23. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7 and 1198, and the applicable IWC Wage Order by willfully
23 failing to authorize and permit Plaintiffs and class members to take all rest periods;

24 24. That the Court make an award to the Plaintiffs and class members of one (l)
25 hour of pay at each employee's regular rate of pay for each workday that a rest period was
26 not authorized and permitted;

27 25. For all actual, consequential, and incidental losses and damages, according to
28 proof;

26. For premiums pursuant to California Labor Code section 226.7(c);
27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;
28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and
29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;
31. For all actual, consequential, and incidental losses and damages, according to proof;
32. For injunctive relief pursuant to California Labor Code section 226(h);
33. For statutory penalties pursuant to California Labor Code section 226(e);
34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and
35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, reporting time pay, vested vacation wages, and/or sick leave pay, owed at the time of termination of the employment of Plaintiffs and other terminated class members;
37. For all actual, consequential and incidental losses and damages, according to proof;

1 38. For waiting time penalties according to proof pursuant to California Labor
2 Code section 203 for all employees who have left Defendants' employ;

3 39. For pre-judgment interest on any unpaid wages from the date such amounts
4 were due, or as otherwise provided by law;

5 40. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 41. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Seventh Cause of Action**

10 42. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members
12 overtime wages, minimum wages, meal and rest period premiums, reporting time pay, and/or
13 sick leave pay, during their employment;

14 43. For all actual, consequential and incidental losses and damages, according to
15 proof;

16 44. For statutory penalties according to proof pursuant to California Labor Code
17 section 210;

18 45. For pre-judgment interest on any unpaid wages from the date such amounts
19 were due, or as otherwise provided by law;

20 46. For attorneys' fees pursuant to California Code of Civil Procedure section
21 1021.5, or as otherwise provided by law; and

22 47. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 **As to the Eighth Cause of Action**

25 48. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code section 227.3 by willfully failing to pay vested vacation wages owed at the time
27 of termination of the employment of Plaintiffs and other terminated class members;

28 49. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 50. For prejudgment interest on any unpaid wages from the date of such amounts
3 were due, or as otherwise provided by law;

4 51. For attorneys' fees and costs pursuant to California Code of Civil Procedure
5 section 1021.5, or as otherwise provided by law; and

6 52. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Ninth Cause of Action**

9 53. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(5)(A)
11 by failing to provide Plaintiffs and class members with reporting time pay;

12 54. For all actual, consequential and incidental losses and damages, according to
13 proof;

14 55. For pre-judgment interest on any unpaid wages from the date such amounts
15 were due, or as otherwise provided by law; and

16 56. For such other and further relief as the Court may deem equitable and
17 appropriate.

18 **As to the Tenth Cause of Action**

19 57. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 2800 and 2802 by willfully failing to reimburse and/or indemnify all
21 business-related expenses and costs incurred by Plaintiffs and class members;

22 58. For unpaid business-related expenses and such general and special damages as
23 may be appropriate;

24 59. For pre-judgment interest on any unpaid business-related expenses from the
25 date such amounts were due, or as otherwise provided by law;

26 60. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 61. For attorneys' fees and costs pursuant to California Labor Code section

1 2802(c), or as otherwise provided by law; and

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

4 **As to the Eleventh Cause of Action**

5 63. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 246 and 247.5 by willfully failing to provide sick leave pay and
7 maintain records documenting the hours worked and paid sick days accrued and used by
8 Plaintiffs and class members;

9 64. For statutory penalties for conduct occurring any time between one year prior
10 to the filing of this complaint and judgment, pursuant to California Labor Code section
11 248.5;

12 65. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 66. For prejudgment interest on any unpaid wages from the date of such amounts
15 were due, or as otherwise provided by law;

16 67. For attorneys' fees and costs pursuant to California Code of Civil Procedure
17 section 1021.5, or as otherwise provided by law; and

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

20 **As to the Twelfth Cause of Action**

21 69. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 551 and 552 by willfully failing to provide Plaintiffs and class members
23 one day's rest in seven;

24 70. For statutory penalties for conduct occurring any time between one year prior
25 to the filing of this complaint and judgment, pursuant to California Labor Code section 558;

26 71. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 72. For prejudgment interest on any unpaid wages from the date of such amounts

1 were due, or as otherwise provided by law;

2 73. For attorneys' fees and costs pursuant to California Code of Civil Procedure
3 section 1021.5, or as otherwise provided by law; and

4 74. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Thirteenth Cause of Action**

7 75. That the Court declare, adjudge and decree that Defendants violated the
8 following California Labor Code provisions as to Plaintiffs and/or other aggrieved
9 employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and
10 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes
11 of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197,
12 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7,
13 512(a), and 1198 (by failing to provide all meal periods); 226.7, and 1198 (by failing to
14 authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide
15 accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to
16 timely pay all earned wages upon termination); 204 (by failing to timely pay all earned
17 wages during employment); 227.3 (by failing to pay vested vacation wages); 246 and 247.5
18 (by failing to provide all sick leave benefits); 551 and 552 (by failing to provide one day's
19 rest in seven); 1198 (by failing to pay reporting time pay); 2800 and 2802 (by failing to
20 reimburse business expenses); and 2810.5 (by failing to provide written notice of information
21 material to employment);

22 76. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
23 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code
24 sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 247.5, 510, 512(a), 551, 552, 1174(d),
25 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5;

26 77. For attorneys' fees and costs pursuant to California Labor Code section
27 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
28 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 247.5, 510, 512(a), 551,

552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5;

78. For pre-judgment and post-judgment interest as provided by law; and

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

As to the Fourteenth Cause of Action

80. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiffs and class members, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing to timely pay Plaintiffs and class members all earned wages during employment, failing to pay Plaintiffs and class members all vested vacation wages, failing to provide Plaintiffs and class members all sick leave benefits, failing to provide one day's rest in seven, failing to pay Plaintiffs and class members reporting time pay, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

81. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

82. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

83. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

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

3 **As to the Fifteenth Cause of Action**

4 85. That the Court declare, adjudge and decree that Defendants' conduct of
5 denying Plaintiff and class members the statutory benefits guaranteed under section 226.7
6 constitutes an unfair business practice in violation of California Business and Professions
7 Code sections 17200, *et seq.*;

8 86. For restitution of the statutory benefits under section 226.7 unfairly withheld
9 from Plaintiff and class members and prejudgment interest from the day such amounts were
10 due and payable;

11 87. For the appointment of a receiver to receive, manage, and distribute any and
12 all funds disgorged from Defendants and determined to have been wrongfully acquired by
13 Defendants as a result of violations of California Business & Professions Code sections
14 17200, *et seq.*;

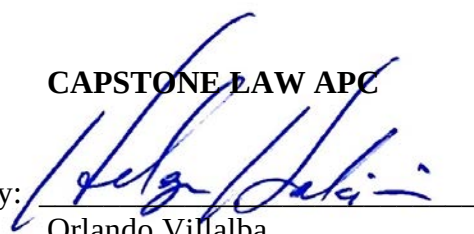
15 88. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Code of Civil Procedure section 1021.5;

17 89. For pre-judgment and post-judgment interest as provided by law; and

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

20
21 DATED: November 19, 2024

CAPSTONE LAW APC

22
23 By: 

Orlando Villalba
Helga Hakimi
Joseph Parsons

24
25 Attorneys for Plaintiffs Joyce Dempsey
26 and Sylvia Redding
27
28

EXHIBIT “1”

LAWYERS FOR JUSTICE[®]

July 15, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: RALEY'S

Dear Representative:

We have been retained to represent Joyce Dempsey against Raley's (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Raley's") for violations of California wage-and-hour laws. Ms. Dempsey seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Dempsey seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Raley's employed Ms. Dempsey as an hourly-paid, non-exempt employee from approximately June 2018 to approximately August 2020, in the State of California.

The "aggrieved employees" that Ms. Dempsey may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate. The aggrieved employees also include all current and former hourly-paid or non-exempt employees who work for other locations and/or facilities owned, operated, or managed by Raley's, including but not limited to, Knob Hill Foods, Bel Air Markets, Food Source, Market 5-One-5, and Sak N' Save.

Based on the following facts and theories, Raley's has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 7-2001.

Raley's required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries, loading and unloading, waiting in line to clock-in, and ordering merchandise.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Dempsey and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Dempsey and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Raley's required Ms. Dempsey and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Raley's failed to pay Ms. Dempsey and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Raley's failed to pay Ms. Dempsey and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Raley's

did not provide Ms. Dempsey and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Raley's were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Dempsey and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Dempsey and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Dempsey and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Dempsey and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Dempsey and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Raley's failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Dempsey and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Raley's failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Raley's did not provide Ms. Dempsey and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, 7-2001, and 8-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Raley's failed to pay Ms. Dempsey and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Dempsey and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Raley's failed to pay Ms. Dempsey and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Dempsey and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Dempsey and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Raley's. These costs include, but are not limited to, the use of personal phones for business-related purposes, the use of personal vehicles for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of shoes in compliance with the dress code, and the purchasing of business-related tools, supplies, and equipment.

Therefore, on behalf of all aggrieved employees, Ms. Dempsey seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards.

A handwritten signature in dark ink, appearing to read 'Edwin Aiwanian', written in a cursive style.

Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

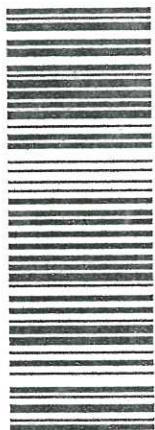
Raley's
c/o Helen Singmaster
Agent for Service of Process
500 West Capital Avenue
West Sacramento, CA 95605

Raley's
c/o Shaye Schrick
Delfino Madden O'Malley Coyle & Koweler, LLP
Attorney
500 Capital Mall Suite 1550
Sacramento, CA 95814

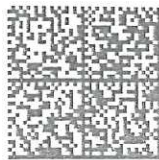
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- ☐ Adult Signature Restricted Delivery \$

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Raley's
 c/o Helen Singmaster
 Agent for Service of Process
 500 West Capital Avenue
 West Sacramento, CA 95605

Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Raley's
c/o Helen Singmaster
Agent for Service of Process
500 West Capital Avenue
West Sacramento, CA 95605



9590 9402 6014 0069 9463 11

2. Article Number (Transfer from service label)

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PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

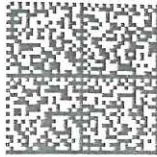
3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

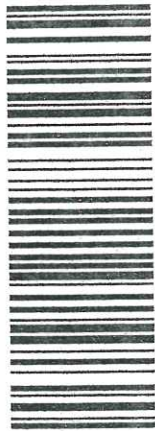
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| ☐ Return Receipt (electronic) | \$ | |
| ☐ Certified Mail Restricted Delivery | \$ | |
| ☐ Adult Signature Required | \$ | |
| ☐ Adult Signature Restricted Delivery | \$ | |

Postage

Postmark
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Raley's
c/o Shaye Schrick
Delfino Madden O'Malley Coyle & Koweler, LLP
Attorney
500 Capital Mall Suite 1550
Sacramento, CA 95814

Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Raley's
c/o Shaye Schrick
Delfino Madden O'Malley Coyle & Koweler, LLP
Attorney
500 Capital Mall Suite 1550
Sacramento, CA 95814



9590 9402 6014 0069 9463 28

2. Article Number (Transfer from service label)

7020 2450 0001 0966 2046

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Adult Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
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☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ First-Class Mail®
☐ First-Class Mail Restricted Delivery
☐ International Mail
☐ International Mail Restricted Delivery
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☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail
■ A receipt (this portion of the label)
■ A unique identifier for your mailpiece
■ Electronic verification of delivery
■ A record of delivery (including signature) that is retained for a specified period.
Important Reminders:
■ You may purchase Certified Mail, First-Class Mail®, or Priority Mail® service with insurance coverage and certain Priority Mail items. For an additional fee, an endorsement on the mailpiece can be added.
■ Return receipt services: You can request a hard copy of delivery (including electronic version). For complete PS Form 3811 Receipt, attach PS Form 3800, April 2015.

EN2

LAWYERS FOR JUSTICE

July 16, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: RALEY'S

Dear Representative:

We have been retained to represent Sylvia Redding against Raley's (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Raley's") for violations of California wage-and-hour laws. Ms. Redding seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Redding seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Raley's employed Ms. Redding as an hourly-paid, non-exempt employee from approximately July 1998 to approximately January 2021, in the State of California.

The "aggrieved employees" that Ms. Redding may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate. The aggrieved employees also include all current and former hourly-paid or non-exempt employees who work for other locations and/or facilities owned, operated, or managed by Raley's, including but not limited to, Knob Hill Foods, Bel Air Markets, Food Source, Market 5-One-5, and Sak N' Save.

Based on the following facts and theories, Raley's has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

Raley's required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to responding to work related inquiries, loading and unloading, waiting in line to clock-in, and ordering merchandise.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Redding and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Redding and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Raley's required Ms. Redding and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Raley's failed to pay Ms. Redding and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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did not provide Ms. Redding and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Raley's were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Redding and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

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use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Raley's failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Raley's did not provide Ms. Redding and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Raley's failed to pay Ms. Redding and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Redding and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Raley's failed to pay Ms. Redding and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Redding and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Redding and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Raley's. These costs include, but are not limited to, the use of personal phones for business-related purposes, the use of personal vehicles for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of shoes in compliance with the dress code, and the purchasing of business-related tools, supplies, and equipment.

Therefore, on behalf of all aggrieved employees, Ms. Redding seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

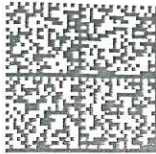
A handwritten signature in cursive script, appearing to read "Edwin Aiwanian".

Edwin Aiwanian, Esq.

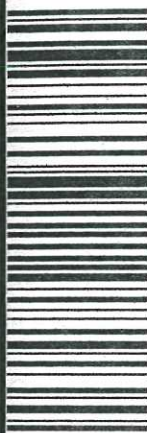
Cc: (By U.S. Certified Mail / Return Receipt Requested)

Raley's
c/o Helen Singmaster
Agent for Service of Process
500 West Capitol Avenue
West Sacramento, CA 95605

Raley's
c/o Caroline M. Colangelo
Delfino Madden O'Malley Coyle & Koweler, LLP
Attorney
500 Capital Mall Suite 1550
Sacramento, CA 95814



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GLENDALE, CALIFORNIA 91203

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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2. Article Number (Transfer from service label)

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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☐ Addressee

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Mail Restricted Delivery

Domestic Return Receipt

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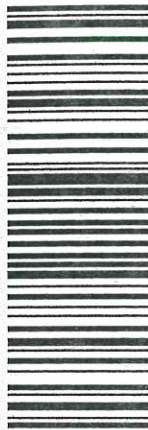
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Raley's
c/o Caroline M. Colangelo
Delfino Madden O'Malley Coyle & Koweler, LLP
Attorney
500 Capital Mall Suite 1550
Sacramento, CA 95814

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Raley's
c/o Caroline M. Colangelo
Deftino Madden O'Malley Coyle & Koweler, LLP
Attorney
500 Capital Mall Suite 1550
Sacramento, CA 95814

9590 9402 5372 9189 8443 34



2. Article Number (Transfer from service label)

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
 ...ES, enter delivery address below: ☐ No

Voice Type

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **November 19, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jon D. Meer
jmeer@seyfarth.com
Paul J. Leaf
pleaf@seyfarth.com
Justin J. Jackson
jujackson@seyfarth.com
Natalie Kreeger
Nkreeger@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067
Telephone: 310-277-7200
Facsimile: 310-201-5219

Attorneys for Defendant:
RALEY'S

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

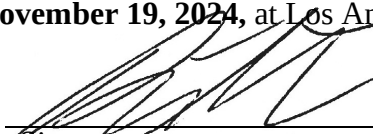
☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 19, 2024**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature