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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

JERRY VELYNES, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

VOLT MANAGEMENT CORP., a
Delaware corporation; GUSMER
ENTERPRISES, INC., a New Jersey
corporation; GXO LOGISTICS SUPPLY
CHAIN, INC., a North Carolina
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. 22CECG01885

FIRST AMENDED CONSOLIDATED
PAGA COMPLAINT

Assigned for All Purposes To:
Hon. Kristi Culver Kapetan
Dept.: 502

COMPLAINT FOR DAMAGES FOR:

- 1) Civil Penalties Under the Private
Attorneys' General Act, Labor Code
Section 2698 *et seq.***

COMES NOW, Plaintiff JERRY VELYNES (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants VOLT MANAGEMENT CORP, a Delaware Corporation; GUSMER ENTERPRISES, INC., a New Jersey corporation; GXO SUPPLY CHAIN LOGISTICS, INC., a North Carolina Corporation; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys’ General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of themselves and all other current and former employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. Plaintiff brings this action pursuant to PAGA on a representative basis on behalf of two groups: (a) all individuals who are or previously were employed by Volt Management Corporation (“Volt”) as a nonexempt hourly employee and placed with Gusmer Enterprises, Inc. (“Gusmer”) at its M St. Fresno site at any time between August 26, 2020 and March 28, 2025 (“Volt/Gusmer PAGA Group”), and (b) all individuals who are or previously were employed by Volt as non-exempt hourly employees and placed with GXO Supply Chain Logistics, Inc. at its E. Central Ave. Fresno site at any time between November 2, 2020 and March 28, 2025 (“Volt/GXO PAGA Group”). The employees in both the Volt/Gusmer PAGA Group and Volt/GXO PAGA Group are collectively referred to as the “Aggrieved Employees” or “Non-Exempt Employees”.

3. Plaintiff brings this action on behalf of himself and the Aggrieved Employees to recover civil penalties and address Defendants’ violations of the California Labor Code and the IWC Wage Orders.

4. Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state and not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Velyines has standing to pursue penalties on behalf of the state of violations affecting all Aggrieved Employees,

1 regardless of their classification, job title, or locations in California.

2 5. Plaintiff alleges that Defendants implemented legally non-compliant policies and
3 practices that led to Defendants' violations of the Labor Code.

4 6. Plaintiff seeks civil penalties under PAGA for violations of California Labor Code
5 Sections 201, 202, 203, 204, 210, 212 216, 218, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3,
6 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1193,
7 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and 2810.5.

8 7. This action is timely because Plaintiff suffered from a violation or numerous
9 violations of the California Labor Code within one year of the date on which a PAGA notice was
10 sent to the LWDA via online submission. More than 65 days have passed, and no response has
11 been received by the LWDA, thereby satisfying the notice requirement under the statute and
12 permitting Plaintiff to proceed with this action in a representative capacity.

13 **JURISDICTION AND VENUE**

14 8. This Court has jurisdiction over this action pursuant to the California Constitution
15 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
16 those given by statute to other courts. The statutes under which this action is brought do not give
17 jurisdiction to any other court.

18 9. Further, there is no federal question at issue, as the issues herein are based solely on
19 California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of
20 Civil Procedure, the California Civil Code, and the California Business and Professions Code.

21 10. Venue is proper in this Court because one or more of the Defendants reside, transact
22 business, or have offices in this County, Plaintiff is a resident of this County, or the acts or
23 omissions alleged herein took place in this County.

24 **PARTIES**

25 11. Defendant Volt Management Corp. is a Delaware Corporation doing business in the
26 state of California. It is based at 2401 N. Glassell St., Orange, CA 92865.

27 12. Defendant Gusmer Enterprises, Inc. is a New Jersey Corporation doing business in
28 the state of California. It is based at 1165 Globe Avenue, Mountainside, NJ 07092.

1 13. Defendant GXO Supply Chain Logistics, Inc. is a North Carolina Corporation doing
2 business in the state of California. It is based at 4035 Piedmont Pkwy, High Point, North Carolina,
3 27265.

4 14. Upon information and belief, Defendants employ Non-Exempt Employees, like
5 Plaintiff, throughout the State of California.

6 15. Plaintiff Jerry Velyines is and during the liability period has been, a resident of
7 California.

8 16. Plaintiff was employed in an hourly, non-exempt position by Defendants during the
9 relevant time period.

10 17. Plaintiff and the members of the Aggrieved Employees were employed as hourly
11 paid employees employed by one or more Defendants, either directly or indirectly, in the State of
12 California during the relevant time period (as tolled by Emergency Rule 9).

13 18. Whenever in this complaint reference is made to any act, deed, or conduct of
14 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
15 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
16 actively engaged in the management, direction, control, or transaction of the ordinary business and
17 affairs of Defendants.

18 19. The true names and capacities of Defendants, whether individual, corporate,
19 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
20 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
21 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
22 capacities of the Defendants designated hereinafter as DOES when such identities become known.

23 20. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
24 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
25 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
26 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
27 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
28 liability of the Defendants as alleged herein.

21. Plaintiff is further informed and believes, and thereon allege, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

22. During the relevant time frame, Defendants compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

23. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders 1-2001, 4-2001, and 9-2001. They are subject to the protections of the IWC Wage Orders and the Labor Code.

24. During the relevant time, Plaintiff was employed by one or more Defendants in an hourly, non-exempt position. He worked as a machine operator in one or more of Defendants' facilities approximately 5-6 days per week, 40-60 hours per week.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

26. All Aggrieved Employees are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

27. In addition, Plaintiff and the Aggrieved Employees worked in excess of eight (8) hours in day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of time and one-half the employee's regular rate of pay per hour.

28. Defendants failed to properly calculate Plaintiff's and the Aggrieved Employees'

1 regular rate of pay because Defendants failed to include all forms of compensation in the regular
2 rate including differential, bonuses, incentives, and other compensation.

3 29. Defendants failed to properly pay all earned wages, including at least minimum
4 wage for each hour worked, as it issued payment for wages to its employees, like Plaintiff, in the
5 form of a pay card. Upon information and belief, certain unauthorized debits, charges, and unlawful
6 deductions were taken by Defendants and/or the financial institution issuing the debit card from the
7 funds loaded on the employee's pay card (wages earned), such that the employee was paid less than
8 all wages owed for hours worked. Plaintiff and the Aggrieved Employees also were not paid for all
9 hours worked due to having to work off-the-clock before, after and during shifts, including but not
10 limited time spent walking to and from their place of work, or time spent in screenings/checks prior
11 to clocking in and after clocking out.

12 30. Plaintiff and the Aggrieved Employees were paid with a pay card, and incurred fees
13 associated with its use and withdrawal of the funds. Thus, Plaintiff and the Aggrieved Employees
14 were paid less than all wages earned.

15 31. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
16 excess of five hours without being provided a lawful meal period and, on occasion, over ten hours
17 in a day without being provided a second lawful meal period as required by law. Plaintiff and the
18 Aggrieved Employees had short, missed, or late meal periods.

19 32. Indeed, during the relevant time, as a consequence of Defendants' scheduling
20 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
21 provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-minute
22 meal periods as required by law. Not only were Plaintiff's and the Aggrieved Employees' first
23 meal breaks frequently not provided, untimely or short, but also Plaintiff and the Aggrieved
24 Employees were not provided a second meal period when working shifts in excess of 10 hours and
25 in excess of 12 hours.

26 33. On information and belief, Plaintiff and Aggrieved Employees did not waive their
27 rights to a second meal period.

28 34. Despite the above-mentioned meal period violations, Defendants failed to

1 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
2 one additional hour of pay at their regular rate as required by California law when meal periods
3 were not timely or lawfully provided in a compliant manner.

4 35. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
5 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
6 were entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
7 accurately calculated compensation (as Defendants failed to include all forms of non-discretionary
8 compensation in the regular rate).

9 36. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
10 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
11 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
12 and IWC wage order. Plaintiff and the Aggrieved Employees had short, missed, or late rest periods.

13 37. Defendants maintained and enforced scheduling practices, policies, and imposed
14 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
15 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
16 requisite rest periods were not timely authorized and permitted.

17 38. Despite the above-mentioned rest period violations, Defendants did not compensate
18 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
19 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
20 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
21 permitted.

22 39. Defendants also failed to provide accurate, lawful itemized wage statements to
23 Plaintiff and the Aggrieved Employees in part because of the above specified violations.

24 40. Defendants have also made it difficult to determine applicable rates of pay and
25 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
26 exempt Employees, including Plaintiff, during the liability period because they did not implement
27 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
28 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section

211(c), California Labor Code section 226, and applicable California Wage Orders.

41. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved Employees for all wages owed including straight time, overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

42. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

FAILURE TO PAY MINIMUM WAGES

43. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

44. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

45. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

46. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

47. Pursuant to Labor Code section 1199, it is unlawful to

(a) Require[] or cause[] any employee to work for longer hours than those fixed, or under

1 conditions of labor prohibited by an order of the commission.

2 (b) Pay[] or cause[] to be paid to any employee a wage less than the minimum fixed by an
3 order of the commission.

4 (c) Violate[] or refuse[] or neglect[] to comply with any provision of this chapter or any
5 order or ruling of the commission.

6 48. The applicable wage orders and California Labor Code sections 1197 and 1182.12
7 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
8 state law.

9 49. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
10 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
11 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
12 equal to the unpaid wages and interest accrued thereon.

13 50. During all relevant periods, the California Labor Code and wage orders required that
14 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
15 hours worked.

16 51. The IWC Wage Orders define "hours worked" as "the time during which an
17 employee is subject to the control of an employer, and includes all the time the employee is suffered
18 or permitted to work, whether or not required to do so."

19 52. Defendants failed to properly pay all earned wages, including at least minimum
20 wage for each hour worked, as it issued payment for wages to its employees, like Plaintiff, in the
21 form of a pay card. Defendants also failed to capture all hours worked and required Plaintiff and
22 Aggrieved Employees to work off-the-clock.

23 53. Upon information and belief, certain unauthorized debits, charges, and unlawful
24 deductions were taken by Defendants and/or the financial institution issuing the pay card from the
25 funds loaded on the employee's pay card (wages earned), such that the employee was paid less than
26 all wages owed for hours worked.

27 54. Defendant's policy and practice of not paying all minimum wages violates
28 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, 1199, and

1 the applicable wage order 1-2001, 4-2001, and 9-2001.

2 55. Due to Defendants' violations of the California Labor Code and wage orders,
3 Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their unpaid wages,
4 statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-
5 judgment interest, as well as liquidated damages.

6 ***FAILURE TO PAY OVERTIME OWED***

7 56. During all relevant periods, Defendants required Plaintiff and the Aggrieved
8 Employees to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty
9 (40) hours per workweek.

10 57. During all relevant periods, both the California Labor Code sections 1194, 1197,
11 510, 1198, 1199, and the pertinent wage order 1-2001, 4-2001, and 9-2001 required that all work
12 performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work
13 in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-
14 half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one
15 (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an
16 employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a
17 workweek is required to be compensated at the rate of no less than twice the regular rate of pay of
18 an employee.

19 58. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
20 and the Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess
21 of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5)
22 times their regular rate of pay. Upon information and belief, Defendants also failed to properly
23 compensate Plaintiff and the Aggrieved Employees for hours worked in excess of twelve (12) hours
24 in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

25 59. The IWC Wage Orders define "hours worked" as "the time during which an
26 employee is subject to the control of an employer, and includes all the time the employee is suffered
27 or permitted to work, whether or not required to do so."

28 60. In addition, upon information and belief, Defendants failed to incorporate all forms

1 of compensation, including without limitation bonuses, differentials, and incentives, into the
2 regular rate for overtime purposes.

3 61. As a result, Defendants failed to pay Plaintiff and the Aggrieved Employees earned
4 overtime wages and such employees suffered damages as a result.

5 62. Defendants knew or should have known Plaintiff and the Aggrieved Employees
6 were undercompensated as a result of these practices.

7 63. Due to Defendant's violations of the California Labor Code, Plaintiff and the
8 Aggrieved Employees are entitled to recover from Defendants their unpaid overtime wages,
9 reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest,
10 statutory penalties, and liquidated damages.

11 ***FAILURE TO PROVIDE LAWFUL MEAL PERIODS***

12 64. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
13 period of more than five (5) hours without providing a meal break of not less than thirty (30)
14 minutes in which the employee is relieved of all of his or her duties, except that when a work period
15 of not more than six (6) hours will complete the day's work the meal period may be waived by
16 mutual consent of the employer and employee.

17 65. During the relevant time, Defendants failed to provide Plaintiff and Aggrieved
18 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes within
19 the first five hours of a shift.

20 66. As a consequence of Defendants' policies and practices, requirements, demands,
21 coverage and staffing, Plaintiff and the Aggrieved Employees were often required to forego such
22 meal periods, take shortened or interrupted meal periods because of the work requirements imposed
23 by Defendants, time spent walking to the break area, and frequent calls or interruptions, and/or
24 commence their meal periods into and beyond the sixth hour of their shifts.

25 67. Upon information and belief, Plaintiff and the Aggrieved Employees were not paid
26 one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

27 68. Moreover, as a matter of policy and practice, upon information and belief, the
28 Aggrieved Employees were also not provided second meal periods on days when shifts exceeded

1 ten hours (and twelve hours), nor were they provided premium wages in lieu of a second meal
2 period. On information and belief, Plaintiff and the Aggrieved Employees did not waive their rights
3 to a second meal period on shifts in excess of ten hours.

4 69. Defendant also failed to properly calculate the regular rate of pay for each employee,
5 therefore leading to the failure to pay meal period premiums at the proper regular rate of pay.

6 70. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved
7 Employees have been damaged in an amount according to proof at time of trial.

8 71. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to
9 recover one (1) hour of premium pay for each day in which a meal period violation occurred. They
10 are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

11 72. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved
12 Employees he seeks to represent have been deprived of premium wages in amounts to be
13 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
14 attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC
15 Wage Orders, and Civil Code section 3287.

16 ***FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS***

17 73. Pursuant to the IWC wage orders applicable to Plaintiff's and Aggrieved
18 Employees' employment by Defendants, "Every employer shall authorize and permit all employees
19 to take rest periods, which insofar as practicable shall be in the middle of each work period....
20 [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten
21 (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest
22 period time shall be counted as hours worked, for which there shall be no deduction from wages."

23 74. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
24 during any rest period mandated by an applicable order of the IWC.

25 75. Defendants were required to authorize and permit employees such as Plaintiff and
26 Aggrieved Employees to take rest periods during shifts in excess of 3.5 hours, based upon the total
27 hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction
28 thereof, with no deduction from wages.

1 76. Despite said requirements of the IWC wage orders applicable to Plaintiff's and
2 Aggrieved Employees' employment with Defendants, Defendants failed and refused to authorize
3 and permit Plaintiff and Aggrieved Employees to take lawful, net ten (10) minute rest periods for
4 every four (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were
5 frequently untimely or less than net ten minutes because of the work requirements imposed by
6 Defendants, time spent walking to the break area, and frequent calls or interruptions during rest
7 periods.

8 77. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
9 for each day that a rest period violation occurred. On information and belief, the Aggrieved
10 Employees endured similar violations as a result of Defendants' rest period policies and practices
11 and Defendant did not pay said Aggrieved Employees premium pay at the employees' regular rate
12 of pay as required by law.

13 78. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to
14 take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major
15 fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour
16 shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other
17 Aggrieved Employees work(ed) work a third rest period for shifts in excess of ten (10) hours, and
18 by their failure to provide compensation for such unprovided rest periods as alleged herein,
19 Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC
20 Wage Order(s).

21 79. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved
22 Employees he seeks to represent have been deprived of premium wages in amounts to be
23 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
24 attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage
25 Orders, and Civil Code 3287.

***FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING
EMPLOYMENT***

80. Labor Code section 204 requires that all wages are due and payable twice in each calendar month. Labor Code section 201.3 requires that temporary services employers be paid no less frequently than weekly.

81. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due and payable to each employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

82. Defendants violated Labor Code § 201.3 and 204 by systematically refusing to pay wages due under the Labor Code, as noted in the preceding paragraphs.

83. Defendants failed to properly pay all earned wages, including minimum wage for each hour worked, as it issued payment for wages to its employees, like Plaintiff, in the form of a pay card. Upon information and belief, certain unauthorized debits, charges, and unlawful deductions were taken by Defendants and/or the financial institution issuing the pay card from the funds loaded on the employee's pay card (wages earned), such that the employee was paid less than all wages owed for hours worked.

84. As a result of Defendants' use of pay cards, Defendants failed to timely pay all wages due and payable during employment.

85. Labor Code section 210 (a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

1 103. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved
2 Employees he seeks to represent have been deprived of wages in amounts to be determined at trial,
3 and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and
4 costs, pursuant to Labor Code §§ 210, 218.5, 218.6, 510, 1194.

5 ***FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION***

6 86. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
7 due within seventy-two (72) hours of separation of employment.

8 87. Section 203 of the Labor Code provides that if an employer willfully fails to timely
9 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
10 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
11 days of wages.

12 88. Plaintiff and Aggrieved Employees are entitled to compensation for all forms of
13 wages earned, including but not limited to minimum wages, overtime, and premium meal and rest
14 period compensation, but to date have not received such compensation, therefore entitling them to
15 Labor Code § 203 penalties.

16 89. In addition, irrespective of any derivative violation, Defendants failed to timely pay
17 Plaintiff and, upon information and belief, other Aggrieved Employees earned compensation at the
18 time of termination despite their obligations under Labor Code 201 and 202.

19 90. Defendants failed to properly pay all earned wages, including minimum wage for
20 each hour worked, as it issued payment for wages to its employees, like Plaintiff, in the form of a
21 pay card. Upon information and belief, certain unauthorized debits, charges, and unlawful
22 deductions were taken by Defendants and/or the financial institution issuing the pay card from the
23 funds loaded on the employee's pay card (wages earned), such that the employee was paid less than
24 all wages owed for hours worked.

25 91. As a result of Defendants use of pay cards to pay employees' final paychecks, they
26 have violated Labor Code §203 by failing to pay all wages due upon separation from employment.

27 92. More than thirty (30) days have passed since affected Aggrieved Employees have
28 left Defendants' employ, and on information and belief, they have not received payment pursuant

1 to Labor Code § 203.

2 93. Plaintiff and Aggrieved Employees are thus entitled to 30 days' wages as a penalty
3 under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

4 ***UNLAWFUL DEDUCTIONS***

5 94. Labor Code section 212(a) provides "No person, or agent or officer thereof, shall
6 issue in payment of wages due, or to become due, or as an advance on wages to be earned:

7 (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness,
8 unless it is negotiable and payable in cash, on demand, without discount, at some
9 established place of business in the state, the name and address of which must appear
10 on the instrument, and at the time of its issuance and for a reasonable time thereafter,
11 which must be at least 30 days, the maker or drawer has sufficient funds in, or credit,
12 arrangement, or understanding with the drawee for its payment.

13 95. Labor Code section 221 provides "It shall be unlawful for any employer to collect
14 or receive from an employee any part of wages theretofore paid by said employer to said employee."

15 96. Labor Code section 222 provides "It shall be unlawful, in case of any wage
16 agreement arrived at through collective bargaining, either willfully or unlawfully or with intent to
17 defraud an employee, a competitor, or any other person, to withhold from said employee any part
18 of the wage agreed upon."

19 97. Labor Code section 223 provides "It shall be unlawful for any employer to collect
20 or receive from an employee any part of wages theretofore paid by said employer to said employee."

21 98. Defendants have willfully violated the above provisions by tendering payment for
22 wages to its employees, like Plaintiff and the Aggrieved Employees, in the form of a pay card from
23 which certain unauthorized debits, charges, and unlawful deductions were taken by Defendants
24 and/or the financial institution issuing the pay card from the funds loaded on the employee's pay
25 card.

26 99. As a consequence of such practice, Plaintiff and the Aggrieved Employees were
27 paid less than all wages owed for hours worked.

28 100. As a result of the unlawful acts of Defendants, Plaintiff and the Aggrieved
Employees he seeks to represent has been deprived of wages in amounts to be determined at trial,

1 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees,
2 and costs under the California Labor Code, the applicable IWC Wage Orders, and Civil Code 3287.

3 ***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED***
4 ***EMPLOYEE WAGE STATEMENT PROVISIONS***

5 101. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
6 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
7 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
8 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
9 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
10 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
11 the employee and only the last four digits of his or her social security number or an employee
12 identification number other than a social security number, (8) the name and address of the legal
13 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
14 and the corresponding number of hours worked at each hourly rate by the employee....".

15 102. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
16 accurate information with respect to each employee including the following: (3) Time records
17 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
18 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
19 and applicable rates of pay...."

20 103. Labor Code section 1174 of the California also requires Defendants to maintain and
21 preserve, in a centralized location, among other items, records showing the names and addresses of
22 all employees employed and payroll records showing the hours worked daily by, and the wages
23 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
24 and intentionally failed to comply with Labor Code section 1174, including by implementing the
25 policies and procedures and committing the violations alleged in the preceding causes of action and
26 herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
27 Code section 1175.

28 104. Defendants have failed to record many of the items delineated in applicable

1 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
2 including by virtue of the fact that each wage statement which failed to accurately compensate
3 Plaintiff and Aggrieved Employees for all hours worked and for missed and non-provided meal and
4 rest periods, or which failed to include compensation for all minimum wages earned or overtime
5 hours worked, was an inaccurate wage statement. In addition, the wage statements inaccurately
6 stated totals hours worked and hours worked at each hourly wage rate.

7 105. On information and belief, Defendants failed to implement and preserve a lawful
8 record-keeping method to record all non-provided meal and rest periods owed to employees or all
9 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
10 and applicable California Wage Orders. In order to determine if they had been paid the correct
11 amount and rate for all hours worked, Plaintiff and Aggrieved Employees have been, would have
12 been, and are compelled to try to discover the required information missing from their wage
13 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
14 the wage statements Defendants provided to them.

15 106. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
16 Wage Orders, Defendants did not and still do not furnish each of the Aggrieved Employees with
17 an accurate itemized statement in writing accurately reflecting all of the required information.
18 Here, Plaintiff asserts the Defendant omitted required information, failed to accurately include all
19 applicable hourly rates on the wage statements and the corresponding number of hours worked at
20 such rates or hours paid at such rates. In addition, Defendants have failed to provide accurate
21 itemized wage statements as a consequence of the above-specified violations for failure to
22 accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest
23 period premiums as required by law.

24 107. Moreover, upon information and belief, as a pattern and practice, in violation of
25 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
26 accurate records pertaining to the total hours worked for Defendants by the Aggrieved Employees
27 , including but not limited to, beginning and ending of each work period, meal period and split shift
28 interval, the total daily hours worked, and the total hours worked per pay period and applicable

1 rates of pay.

2 108. Plaintiff and the Aggrieved Employees have suffered injury as a result of
3 Defendants' failure to maintain accurate records for the members of the Aggrieved Employees in
4 that the members of the Aggrieved Employees were not timely provided written accurate itemized
5 statements showing all requisite information, such that Aggrieved Employees were misled by
6 Defendants as to the correct information regarding various items, including but not limited to total
7 hours worked by the employee, net wages earned and all applicable hourly rates in effect during
8 the pay period and the corresponding number of hours worked at each hourly rate.

9 109. Defendants have violated Labor Code section 226 in light of Defendants' violations
10 addressed above.

11 **Failure to Pay Vacation/Paid Time Off**

12 110. California Labor Code section 227.3 provides that when an employer policy
13 provides for paid vacations and/or paid time off, and an employee is terminated without having
14 taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as
15 wages at the employee's final rate in accordance with such contract of employment or employer
16 policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation
17 time or paid time off upon termination.

18 111. Based on information and belief, Defendants had and continue to have a uniform
19 policy and practice of failing to allow Plaintiffs and Aggrieved Employees to use their earned
20 vacation/paid time off during their employment and failing to properly pay all vested, accrued
21 vacation/paid time off (including but not limited to, all owed vacation pay/paid time off paid at the
22 final rate of pay, including all non-discretionary forms of compensation) to Plaintiff and Aggrieved
23 Employees upon separation of employment at the final rate of pay, in violation of California law,
24 including but not limited to, Labor Code section 227.3.

25 **Sick Leave Violations**

26 112. Defendants violated California's paid sick leave laws including but not limited to
27 Labor Code sections 245-248.5 and 233-234. Defendants failed to provide sick leave pay to
28 Plaintiff and other Aggrieved Employees, failed to properly accrue paid sick leave due to

1 Defendants' failure to account for actual hours worked (as explained above), and failed to
2 incorporate all forms of non-discretionary remuneration including but not limited to, non-
3 discretionary bonuses, shift differential pay, and/or other non-discretionary compensation into the
4 sick leave pay rate calculation.

5 113. Defendants also failed to provide sick leave upon oral or written request of an
6 employee and also denied employees the right to use accrued sick days and/or discharged,
7 threatened to discharge, demoted, suspended, and/or discriminated against Aggrieved Employees
8 for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a
9 complaint with the department or alleging a violation of Labor Code section 246.5, cooperating in
10 an investigation of an alleged violation of Labor Code section 246.5, or opposing any policy or
11 practice prohibited by Labor Code section 246.5.

12 114. But for this failure, Plaintiffs and other Aggrieved Employees would have used their
13 paid sick leave at least prior to their respective separations, for as on several occasions thereafter,
14 he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

15 115. Upon information and belief, Defendants failed and continue to fail to comply with
16 Labor Code section 246, by failing to provide Plaintiff and all Aggrieved Employees with a Labor
17 Code section 226 wage statement, or separate writing containing the amount of paid sick leave
18 available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

19 116. These practices violated California's sick leave laws, Labor Code section 245, et
20 seq. On information and belief, Plaintiff alleges that all of these practices were experienced and
21 continue to be experienced by other Aggrieved Employees.

22 117. **Failure to Provide Signed Instrument Upon Request** Labor Code section 432
23 provides "If an employee or applicant signs any instrument relating to the obtaining or holding of
24 employment, he shall be given a copy of the instrument upon request."

25 118. Upon information and belief, Defendants failed and continue to fail to comply with
26 Labor Code section 432, by failing to provide Plaintiff and all Aggrieved Employees with copies
27 of documents signed related to the obtaining or holding of employment despite request.
28

1 **Failure to Timely Produce Personnel Records Upon Request**

2 119. Labor Code section 1198.5(a) states: Every current and former employee, or his or
3 her representative, has the right to inspect and receive a copy of the personnel records that the
4 employer maintains relating to the employee's performance or to any grievance concerning the
5 employee.

6 120. Labor Code section 1198.5 subsection (b) (1) states: The employer shall make the
7 contents of those personnel records available for inspection to the current or former employee, or
8 his or her representative, at reasonable intervals and at reasonable times, but not later than 30
9 calendar days from the date the employer receives a written request, unless the current or former
10 employee, or his or her representative, and the employer agree in writing to a date beyond 30
11 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days
12 from the employer's receipt of the written request. Upon a written request from a current or former
13 employee, or his or her representative, the employer shall also provide a copy of the personnel
14 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days
15 from the date the employer receives the request, unless the current or former employee, or his or
16 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
17 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
18 employer's receipt of the written request.

19 121. Upon information and belief, Defendants failed and continue to fail to comply with
20 Labor Code section 1198.5, by failing to timely provide Plaintiff and Aggrieved Employees with
21 personnel records despite request.

22 **Failure to Reimburse Necessary Business Expenses**

23 122. Labor Code § 2802 requires Defendant to indemnify employees for necessary
24 expenditures incurred in direct consequence of the discharge of his or her duties.

25 123. Labor Code § 2804 provides "Any contract or agreement, express or implied, made
26 by any employee to waive the benefits of this article or any part thereof, is null and void, and this
27 article shall not deprive any employee or his personal representative of any right or remedy to which
28 he is entitled under the laws of this State."

1 124. Plaintiff and the Aggrieved Employees were required to incur expenses to perform
2 their job duties, including but not limited to expenses for cell phone, internet and/or data use;
3 expenses for uniforms; expenses for equipment or personal protective equipment; and expenses for
4 tools and items required to work. However, Defendants failed to reimburse Plaintiff and the
5 Aggrieved Employees as required by law.

6 **Failure to Provide Required Information at the Time of Hiring**

7 125. Labor Code section 2810.5 requires the employer to provide the following
8 information to the employee at the time of hiring:

9 (a) (1) At the time of hiring, an employer shall provide to each employee a written
10 notice, in the language the employer normally uses to communicate employment-
11 related information to the employee, containing the following information:

12 (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day,
13 week, salary, piece, commission, or otherwise, including any rates for overtime, as
14 applicable.

15 (B) Allowances, if any, claimed as part of the minimum wage, including meal or
16 lodging allowances.

17 (C) The regular payday designated by the employer in accordance with the
18 requirements of this code.

19 (D) The name of the employer, including any “doing business as” names used by
20 the employer.

21 (E) The physical address of the employer’s main office or principal place of
22 business, and a mailing address, if different.

23 (F) The telephone number of the employer.

24 (G) The name, address, and telephone number of the employer’s workers’
25 compensation insurance carrier.

26 (H) That an employee: may accrue and use sick leave; has a right to request and
27 use accrued paid sick leave; may not be terminated or retaliated against for using
28 or requesting the use of accrued paid sick leave; and has the right to file a complaint
against an employer who retaliates.

(I) The existence of a federal or state emergency or disaster declaration applicable
to the county or counties where the employee is to be employed, and that was issued

1 within 30 days before the employee's first day of employment, that may affect their
2 health and safety during their employment.

3 (J) Any other information the Labor Commissioner deems material and necessary.

4 126. Defendant failed to provide all of the required information to Plaintiff and
5 Aggrieved Employees at the time of hiring, which constitutes a violation of the Labor Code.

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

9 **SECTION 2698 ET SEQ.**

10 127. Plaintiff incorporates by reference each and every paragraph above, and realleges
11 each and every allegation contained above as though fully set forth herein.

12 128. On August 26, 2021, September 22, 2021, and November 8, 2021, Plaintiff gave
13 written notice by online submission to the LWDA and by certified mail to Defendants of
14 Defendants' violations of numerous provisions of the California Labor Code and the IWC Wage
15 Orders as alleged in this complaint. All fees were paid as required by statute. In addition,
16 Plaintiff submitted an amended notice to the LWDA in connection with the filing of the First
17 Amended Complaint on November 7, 2025.

18 129. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(A), as
19 he was employed by Defendants during the statutory period and suffered one or more of the Labor
20 Code violations set forth herein. He seeks to recover for himself and all other current and former
21 aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable
22 attorneys' fees and costs.

23 130. 65 days have passed, and no response has been received from the LWDA.
24 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

25 131. Plaintiff has exhausted all administrative procedures required of them under the
26 Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing
27 forward this cause of action.

1 132. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for
2 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

3 133. Plaintiff seeks to recover the PAGA civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
5 4th 969. Class certification of the PAGA claims is not required.

6 134. Pursuant to Labor Code section 2698 et seq and 2699(a), Plaintiff seeks to recover
7 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
8 violations as set forth in this Complaint.

9 135. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seek
10 penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 11 a. Defendants' failure to comply with the requirement of Labor Code §1182.12,
12 1194, 1197, 1198, 1199, and Wage Orders to pay at least minimum wage for
13 every hour worked;
- 14 b. Defendants' failure to comply with the requirement of Labor Code §510, 1194,
15 1197, 1198, 1199, and Wage Orders to accurately pay all wages earned including
16 overtime wages;
- 17 c. Defendants' failure to comply with the requirement of Labor Code §216 to pay
18 wages after demand was made;
- 19 d. Defendants' failure to comply with the requirement of Labor Code §§201.3, 204
20 and 210 to pay, without condition and within the time set by the applicable
21 article, all wages, or parts thereof;
- 22 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to
23 pay wages due;
- 24 f. Defendants' failure to comply with the requirement of Labor Code §§201 and
25 202 to pay wages due to former employees;
- 26 g. Defendants' failure to comply with the requirement of Labor Code §203 to pay
27 waiting time penalties to former employees;

- 1 h. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
2 and IWC Wage Orders to authorize and permit ten (10) minute rest breaks;
- 3 i. Defendants' failure to comply with the requirement of Labor Code §§226.7,
4 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate
5 for each statutorily required rest break that was not lawfully authorized and
6 permitted;
- 7 j. Defendants' failure to comply with the requirement of Labor Code §§226.7, 512,
8 1198, and IWC Wage Orders to provide timely, uninterrupted 30 minutes off-
9 duty meal periods;
- 10 k. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
11 and IWC Wage Order to pay one hour of premium pay at the regular rate for
12 each lawful meal break that was not provided;
- 13 l. Defendants' failure to provide accurate compliant wage statements under Labor
14 Code section 226;
- 15 m. Defendants' failure to maintain required records in violation of Labor Code
16 §226, 1174, and Wage Orders for the above-specified violations, and failure to
17 maintain accurate clock in and out times;
- 18 n. Defendants' failure to reimburse necessary expenses in violation of Labor Code
19 sections 2802 and 2804;
- 20 o. Defendants' failure to provide Aggrieved Employees with a notice at the time
21 of hiring in compliance with Labor Code section 2810.5;
- 22 p. Defendants' failure to pay vacation/paid time off in violation of Labor Code
23 section 227.3;
- 24 q. Defendants' failure to provide paid sick leave in violation of Labor Code
25 sections 245-248.5 and 233-234;
- 26 r. Defendants' failure to provide copies of signed instruments to Aggrieved
27 Employees upon request in violation of Labor Code section 432; and
28

1 s. Defendants' failure to timely produce personnel records upon request in
2 violation of Labor Code section 1198.5.

3
4 136. Plaintiff seeks civil penalties in Defendants' violation of Labor Code provisions for
5 which a civil penalty is specifically provided, including but not limited to the following:

6 t. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants
7 are subject to a civil penalty in the amount of one hundred dollars (\$100) for the
8 initial violation for each failure to pay each employee and two hundred dollars
9 (\$200) per employee for violations in subsequent pay periods plus 25% of the
10 amount unlawfully withheld;

11 u. Pursuant to Labor Code §226.3, for violations of Labor Code §226(a)
12 Defendants are subject to a civil penalty in the amount of two hundred and fifty
13 dollars (\$250) per aggrieved employee for the initial pay period where a
14 violation occurs and one thousand dollars (\$1,000) per aggrieved employee for
15 violations in subsequent pay periods.

16 v. Pursuant to Labor Code §558(a), "[a]ny employer or other person acting on
17 behalf of an employer who violated, or causes to be violated, a section of this
18 chapter or any provision regulating hours and days of work in any order of the
19 Industrial Welfare Commission," including Labor Code §§ 510 and 512, shall
20 be subject to a civil penalty, in addition to any other penalty provided by law, of
21 fifty dollars (\$50) for initial violations for each underpaid employee for each pay
22 period for which the employee was underpaid and one hundred dollars (\$100)
23 for each subsequent violation for each underpaid employee for each pay period
24 for which the employee was underpaid.

25 w. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to
26 any employee a wage less than the minimum fixed by an order of the
27 commission, shall be subject to a civil penalty as follows: for any initial violation
28 that is intentionally committed, one hundred dollars (\$100) for each underpaid

1 employee for each pay period for which the employee is underpaid; and for each
2 subsequent violation of the same offense, two hundred fifty dollars (\$250) for
3 each underpaid employee for each pay period for which the employee is
4 underpaid regardless of whether the initial violation was intentionally
5 committed.

6 x. Pursuant to Labor Code § 1174.5, for violations of Labor Code §1174(d),
7 Defendants are subject to a civil penalty of five hundred dollars (\$500).

8 137. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under
9 Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of
10 the California Labor Code and IWC Wage Orders.

11 138. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100
12 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions
13 of the California Labor Code.

14 139. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded
15 twenty-five (25%) of all penalties due under California Law, interest, attorneys' fees and costs.

16 140. Under Labor Code §2699, the State of California should be awarded seventy-five
17 percent (75%) of the penalties due under California Law.

18 **PRAYER FOR RELIEF**

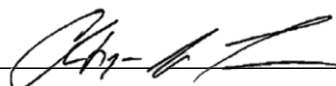
19 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
20 follows:

- 21 1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the
22 violations specified above;
- 23 2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a) and
24 (f);
- 25 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California
26 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
27 judgment interest;

- 1 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§ 1194, 226,
2 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions
3 providing for attorneys' fees and costs; and
4 5. For such other and further relief as the Court deems proper.

5 Respectfully submitted,
6
7

8
9 Dated: November 17, 2025


10 JAMES HAWKINS, APLC
11 James R. Hawkins, Esq.
12 Christina M. Lucio, Esq.

13 Attorneys for JERRY VELYNES, on behalf of himself
14 and all others similarly situated
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PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On November 17, 2025, I served on the interested parties in this action the following document(s) entitled:

- FIRST AMENDED CONSOLIDATED PAGA COMPLAINT

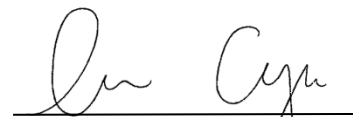
[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

PLEASE SEE PAGE ATTACHED

[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on November 17, 2025, at Irvine, California.


Irma Ceja

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