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

JARID GOMEZ, individually, and on behalf
of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

PARKER-HANNIFIN CORPORATION, an
Ohio corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 56-2022-00563952-CU-OE-VTA

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 227.3 (Unpaid Accrued and Vest Vacation Wages)
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (9) Violation of California Labor Code § 2698 *et seq.* (Private Attorneys General Act of 2004); and
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JARID GOMEZ and MIGUEL CORTEZ (“Plaintiffs,” “Plaintiff Gomez,” and “Plaintiff Cortez”), individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), and allege as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the Code of Civil Procedure section 382 and Labor Code section, 2698 *et seq.* The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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 them 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, have agents, and/or transact business in the State of California, including the County of Ventura.

PARTIES

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

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

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1 7. Defendant PARKER-HANNIFIN CORPORATION, at all times herein
2 mentioned, was and is, upon information and belief, a California corporation, and at all times
3 herein mentioned, was and is, an employer whose employees are engaged throughout the State
4 of California, including the County of Ventura.

5 8. At all relevant times, Defendants PARKER-HANNIFIN CORPORATION was
6 the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

7 9. At all times herein relevant, Defendants PARKER-HANNIFIN
8 CORPORATION and DOES 1 through 100, and each of them, were the agents, partners, joint
9 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
10 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
11 the course and scope of their authority as such agents, partners, joint venturers, joint
12 employers, representatives, servants, employees, successors, co-conspirators and assigns, and
13 all acts or omissions alleged herein were duly committed with the ratification, knowledge,
14 permission, encouragement, authorization, and consent of each defendant designated herein.

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

23 11. Defendants PARKER-HANNIFIN CORPORATION and DOES 1 through 100
24 will hereinafter collectively be referred to as “Defendants.”

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12. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and/or former hourly paid or non-exempt persons employed by Defendants in California at any time since June 4, 2016 through April 18, 2022.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than three thousand five hundred (3,500) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

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c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants willfully failed to pay wages, without abatement or reduction, in accordance with the Labor Code;

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- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants properly calculated the regular rate for Plaintiffs and the other class members who worked overtime and earned bonuses, shift differentials, and incentive pay;
- e. Whether Defendants properly calculated and paid meal and rest period premiums, PTO, and accrued vacation pay;
- f. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- h. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- j. Whether Defendants complied with wage reporting as required by the Labor Code, including, *inter alia*, section 226;
- k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;

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- 1 l. Whether Defendants maintained a rounding policy that resulted in
2 Plaintiffs and other class members being underpaid;
- 3 m. Whether Defendants failed to properly calculate and pay sick leave to
4 Plaintiffs and other class members;
- 5 n. Whether Defendants' conduct was willful or reckless;
- 6 o. Whether Defendants engaged in unfair business practices in violation of
7 Business & Professions Code section 17200, *et seq.*;
- 8 p. The appropriate amount of damages, restitution, and/or monetary
9 penalties resulting from Defendants' violation of California law; and
- 10 q. Whether Plaintiffs and the other class members are entitled to
11 compensatory damages pursuant to the Labor Code.

12 **GENERAL ALLEGATIONS**

13 18. During the relevant time period set forth herein, Defendants employed Plaintiffs
14 and other persons as hourly-paid or non-exempt employees within the State of California.

15 19. Defendants, jointly and severally, employed Plaintiff Gomez as an hourly-paid
16 employee from approximately February 2014 to March 2021 in the State of California.

17 20. Defendants, jointly and severally, employed Plaintiff Cortez as an hourly-paid
18 employee from approximately November 2016 to August 2018 in the State of California.

19 21. Defendants had the authority to hire and terminate Plaintiffs and the other class
20 members; to set work rules and conditions governing Plaintiffs' and other class members'
21 employment; and to supervise their daily employment activities.

22 22. Defendants exercised sufficient authority over the terms and conditions of
23 Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs
24 and the other class members.

25 23. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
26 class members.

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24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to pay them for all hours worked, failing to properly calculate overtime pay and sick leave pay, missed meal periods, and missed rest breaks in violation of California law.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that Plaintiffs and the other class members were not receiving wages for overtime compensation.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they maintained a rounding policy that resulted in Plaintiffs and other class members being underpaid.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members the required rest and meal 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.

30. Plaintiffs are informed and believe, and based thereon allege, that Defendants automatically deducted thirty (30) minutes for employees' meal periods whether or not Plaintiffs and the other class members were provided with the required meal period 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.

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31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a meal period was missed, late, short, or interrupted, and that Plaintiffs and the other class members did not receive all timely and proper meal periods or payment of one additional hour of pay at their regular rate of pay when a meal period was missed, late, short, or interrupted.

32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and other class members were entitled to receive all timely rest periods without interruption or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest period was missed, late, short, or interrupted, and that Plaintiffs and the other class members did not receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was missed, late, short, or interrupted.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all earned wages at at least minimum wages for compensation, PTO and sick pay and that Plaintiffs and the other class members were not receiving at least minimum wages for all hours worked or payment of accrued vacation wages.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and other class members were entitled to sick leave pay and that Defendants failed to properly calculate and pay sick leave to Plaintiffs and other class members pursuant to the methods outlined in the Labor Code.

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35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive the wages owed to them upon discharge or resignation, including overtime, minimum wages, accrued vacation/PTO, and meal and rest period premiums, and that Plaintiffs and the other class members did not, in fact, receive such wages owed to them at the time of their discharge or resignation.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, Plaintiffs and the other class members did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, failing to include the total number of hours worked by Plaintiffs and other class members, the gross wages earned, the net wages earned, and all applicable hourly rates in effect.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to reimbursement for necessary business-related expenses.

38. 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 the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records for Plaintiffs and the other class members.

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

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40. During the relevant time period set forth herein, Defendants failed to pay overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

41. During the relevant time period set forth herein, Defendants maintained a rounding policy that was neither fair nor neutral and resulted in Plaintiffs and other class members being underpaid the wages owed to them.

42. During the relevant time period set forth herein, Defendants failed to provide the requisite uninterrupted and timely meal and rest periods due to improper scheduling practices, understaffing, and workload pressures, requiring Plaintiffs and the other class members to skip, interrupt or take late requisite meal and rest periods.

43. During the relevant time period set forth herein, Defendants and failed to properly calculate and pay the corresponding meal period and/or rest break premiums.

44. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

45. During the relevant time period set forth herein, Defendants failed to properly calculate and pay accrued vacation to Plaintiffs and the other class members.

46. During the relevant time period set forth herein, Defendants failed to properly calculate and pay sick leave to Plaintiffs and other class members using the methods outlined in the Labor Code.

47. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

48. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

49. During the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

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3 51. During the relevant time period set forth herein, Defendants failed to properly
4 compensate Plaintiffs and the other class members pursuant to California law in order to
5 increase Defendants' profits.

52. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall
limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him
[or her] under this article.”

(Violation of California Labor Code §§ 510 and 1198)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

53. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

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

55. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

4 56. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
6 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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57. Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

58. During the relevant time period set forth herein, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

59. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

60. During the relevant time period set forth herein, Defendants intentionally and willfully failed to include shift differentials, lead differentials, annual incentive bonuses, and other nondiscretionary bonuses and incentives in Plaintiffs and other class members' regular rate of pay for purposes of overtime compensation.

61. During the relevant time period set forth herein, Defendants intentionally and willfully failed to compensate Plaintiffs and other class members for all hours worked and performing off-the-clock work, including pre-shift and post-shift duties, donning and doffing uniforms, undergoing COVID-19 and security procedures, and waiting in line to clock-in.

62. During the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff Gomez and other class members to work alternative workweek schedules without complying with the proper election procedures, including failing to provide disclosures, hold meetings to discuss the effects of the alternative workweek schedule, and hold secret ballot elections. Because of the invalid alternative workweek schedule, Defendants failed to compensate Plaintiff and other class members for all overtime premiums owed.

63. During the relevant time period set forth herein, Defendants had in place an illegal rounding policy that was neither fair nor neutral, which underpaid the wages owed to Plaintiffs and other class members.

64. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of Labor Code sections 510 and 1198, and is therefore unlawful.

65. Pursuant to Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

66. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. During the relevant time period set forth herein, the IWC Order and Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

68. During the relevant time period set forth herein, Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

69. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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70. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

71. During the relevant time period set forth herein, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

72. During the relevant time period set forth herein, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

73. During the relevant time period set forth herein, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

74. During the relevant time period set forth herein, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

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1 75. During the relevant time period set forth herein, Defendants intentionally and
2 willfully required Plaintiffs and the other class members to work during meal periods and
3 failed to compensate Plaintiffs and the other class members the full meal period premium for
4 work performed during meal periods. Defendants failed to properly schedule a sufficient
5 number of class members for the workload and pressured Plaintiffs and the other class
6 members to skip, cut-short or take late meal breaks.

7 76. During the relevant time period set forth herein, Defendants intentionally and
8 willfully required Plaintiffs and the other class members to work through, interrupt, cut short,
9 and/or delay their meal periods to comply with Defendants' policies, expectations, and
10 production quotas.

11 77. During the relevant time period set forth herein, Defendants intentionally and
12 willfully required Plaintiffs and the other class members to report to their workstations by the
13 end of their meal period, ready to work, which forced Plaintiffs and the other class members
14 to cut their breaks short to ensure timeliness. Defendants' break rooms were located several
15 minutes away from the workstations, forcing Plaintiffs the other class members to spend a
16 portion of their meal breaks travelling to and from the break rooms during their breaks.

17 78. During the relevant time period set forth herein, Defendants intentionally and
18 willfully automatically deducted thirty (30) minutes for employees' meal periods whether or
19 not Plaintiffs and the other class members were provided with timely, uninterrupted meal
20 period of not less than thirty (30) minutes.

21 79. During the relevant time period set forth herein, Defendants failed to pay
22 Plaintiffs and the other class members the full meal period premium due pursuant to Labor
23 Code section 226.7.

24 80. Defendants' conduct violates applicable IWC Wage Order and Labor Code
25 sections 226.7 and 512(a).

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81. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

82. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

84. During the relevant time period set forth herein, 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.

85. During the relevant time period set forth herein, 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.

86. During the relevant time period set forth herein, Defendants required Plaintiffs and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. Defendants failed to properly schedule sufficient number of class members for the workload and pressured Plaintiffs and the other class members to skip, cut-short or take late rest breaks.

1 87. During the relevant time period set forth herein, Defendants intentionally and
2 willfully required Plaintiffs and the other class members to work through, interrupt, cut short,
3 and/or delay their rest periods to comply with Defendants' policies, expectations, and
4 production quotas.

5 88. During the relevant time period set forth herein, Defendants intentionally and
6 willfully required Plaintiffs and the other class members to report to their workstations by the
7 end of their rest period, ready to work, which forced Plaintiffs and the other class members to
8 cut their breaks short to ensure timeliness. Defendants' break rooms were located several
9 minutes away from the workstations, forcing Plaintiffs the other class members to spend a
10 portion of their rest breaks travelling to and from the break rooms during their breaks.

11 89. During the relevant time period set forth herein, Defendants willfully required
12 Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs
13 and the other class members the full rest period premium for work performed during rest
14 periods.

15 90. During the relevant time period set forth herein, Defendants failed to pay
16 Plaintiffs and the other class members the full rest period premium due pursuant to Labor
17 Code section 226.7.

18 91. Defendants' conduct violates applicable IWC Wage Orders and Labor Code
19 section 226.7.

20 92. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b),
21 Plaintiffs and the other class members are entitled to recover from Defendants one additional
22 hour of pay at the employees' regular hourly rate of compensation for each workday that the
23 rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

93. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 92 and each and every part thereof with the same force and effect as though fully set forth herein.

94. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

95. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs and the other class members as required, pursuant to Labor Code sections 1194 and 1197.

96. During the relevant time period set forth herein, Defendants intentionally and willfully failed to compensate Plaintiffs and other class members for all hours worked and performing off-the-clock work, including pre-shift and post-shift duties, donning and doffing uniforms, undergoing COVID-19 and security procedures, and waiting in line to clock-in.

97. During the relevant time period set forth herein, Defendants maintained a rounding policy that was neither fair nor neutral and resulted in Plaintiffs and other class members being underpaid the wages owed to them.

98. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

99. Pursuant to Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

100. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 99, and each and every part thereof with the same force and effect as though fully set forth herein.

101. During the relevant time period set forth herein, 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.

102. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, including but not limited to minimum and overtime wages, meal period and rest break premium wages, and accrued vacation/PTO, within seventy-two (72) hours of their leaving Defendants' employ.

103. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

104. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

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(Violation of California Labor Code § 227.3)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. During the relevant time period set forth herein, Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his or her vested vacation time, all vested vacation shall be paid to him or her as wages at his or her final rate.

108. During the relevant time period set forth herein, Defendants maintained policies that provide for paid vacation and PTO to Plaintiffs and the other class members, and Plaintiffs and the other class members earned paid vacation and PTO while employed by Defendants.

109. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members their untaken, vested vacation and PTO, upon termination.

110. Plaintiffs and the other class members are entitled to recover from Defendants their vested vacation and PTO, plus interest from the date on which the employee was terminated, at the same rate as judgments in civil actions in the State of California.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)**

4 111. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 110, and each and every part thereof with the same force and effect as though fully
6 set forth herein.

7 112. During the relevant time period set forth herein, Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate itemized
9 statement in writing showing (a) gross wages earned including meal and rest period premiums
10 and sick pay calculations; (b) total hours worked by the employee; (c) the number of piece-
11 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
12 (d) all deductions, provided that all deductions made on written orders of the employee may
13 be aggregated and shown as one item; (e) net wages earned; (f) the inclusive dates of the
14 period for which the employee is paid; (g) the name of the employee and his or her social
15 security number; (h) the name and address of the legal entity that is the employer; and (i) all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee. The deductions made from payments of wages
18 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
19 year, and a copy of the statement or a record of the deductions shall be kept on file by the
20 employer for at least three years at the place of employment or at a central location within the
21 State of California.

22 113. Defendants have intentionally and willfully failed to provide Plaintiffs and the
23 other class members with complete and accurate wage statements. The deficiencies include
24 but are not limited to: failing to include the total number of hours worked by Plaintiffs and
25 other class members, the gross wages earned, including but not limited to minimum and
26 overtime wages, meal period and rest break premiums, and accrued vacation/PTO, net wages
27 earned, and all applicable hourly rates in effect. Defendants also provided wage statements
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that duplicated hours for shift differentials and failed to list the total hours worked.

114. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

115. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to Labor Code section 226(a).

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

117. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

118. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. Pursuant to Labor Code sections 2800 and 2802, an employer must 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.

120. Defendants have intentionally and willfully failed to reimburse Plaintiffs and other class members for all necessary business-related expenses and costs. Plaintiffs and other class members were required to purchase equipment, tools, and safety boots and use their personal cellular phones in order to perform their job tasks, without reimbursement from Defendants.

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121. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

(Violation of Labor Code Section 2698, et seq. ("PAGA"))

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

122. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with the same force and effect as though fully set forth herein.

123. PAGA expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

124. On September 21, 2021, Plaintiff Gomez provided written notice to the LWDA and Parker-Hannifin Corporation of the specific provisions of the Labor Code she contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiffs believe that on or about November 25, 2021, the sixty-five (65) day notice period will expire, and the LWDA will not take any action to investigate or prosecute this matter. Therefore, Plaintiff Gomez will have exhausted her administrative remedies.

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1 125. Plaintiff Gomez and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current
3 and/or former hourly paid non-exempt persons employed by Defendants in California at any
4 time since September 21, 2021 through April 18, 2022, and one or more of the alleged violations
5 was committed against them.

6 **Failure to Pay Minimum and Overtime Wages**

7 126. At all times relevant herein, Defendants were required to compensate their non-
8 exempt employees minimum wages for all hours worked and overtime wages for all hours
9 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
10 mandate of Labor Code sections 510, 1194, 1197, and 1198.

11 127. As a policy and practice, Defendants failed to compensate Plaintiff Gomez and
12 the other aggrieved current and former employees for all hours worked, resulting in a failure to
13 pay all minimum wages and overtime wages, where applicable.

14 **Failure to Provide Meal Periods and Rest Breaks**

15 128. In accordance with the mandates of Labor Code sections 226.7 and 512,
16 Defendants were required to authorize and permit their non-exempt employees to take a 10-
17 minute rest break for every four (4) hours worked or major fraction thereof and were further
18 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
19 hours worked.

20 129. As a policy and practice, Defendants failed to provide Plaintiff Gomez and the
21 other aggrieved current and former employees with legally mandated meal periods and rest
22 breaks and failed to pay proper compensation for this failure.

23 **Failure to Timely Pay Wages During Employment**

24 130. At all times relevant herein, Defendants were required to pay their employees
25 within a specified time period pursuant to the mandate of Labor Code section 204.

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1 131. As a policy and practice, Defendants failed to pay Plaintiff Gomez and the other
2 aggrieved current and former employees all wages due and owing them within the required time
3 period.

4 **Failure to Timely Pay Wages Upon Termination**

5 132. At all times relevant herein, Defendants were required to pay their employees all
6 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
7 to 204.

8 133. As a result of Defendants' Labor Code violations alleged above, Defendants failed
9 to pay Plaintiff Gomez and the other aggrieved former employees their final wages pursuant to
10 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
11 Code section 203.

12 **Failure to Provide Complete and Accurate Wage Statements**

13 134. At all times relevant herein, Defendants were required to keep accurate records
14 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
15 1174.

16 135. As a result of Defendants' various Labor Code violations, Defendants failed to
17 keep accurate records regarding Plaintiff Gomez and the other aggrieved current and former
18 employees. For example, Defendants failed in their affirmative obligation to keep accurate
19 records regarding Plaintiff Gomez and the other aggrieved current and former employees' gross
20 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
21 rates and the number of hours worked at each hourly rate.

22 **Failure to Reimburse Business Expenses**

23 136. At all times relevant herein, Defendants were required to reimburse their
24 employees for any and all necessary expenditures or losses incurred by the employees in direct
25 consequences of the discharge or their duties pursuant to the mandate of Labor Code section
26 2800 and 2802.

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137. As a policy and practice, Defendants failed to pay Plaintiff Gomez and the other aggrieved current and former employees all business expenses incurred and owing them within the required time period.

Failure to Pay Sick Leave

138. Labor Code section 246(1) allows an employer to calculate paid sick leave for non-exempt employees using two (2) methods. Per section 246(1), Defendants may pay sick leave either 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 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. Lab. Code § 246(1)(1)-(2).

139. As a policy and practice, Defendants failed to properly calculate and pay sick leave to Plaintiff Gomez and other aggrieved current and former employees pursuant to the methods outlined in Labor Code section 246(1).

Unlawful Collection of Wages

140. Labor Code section 221 makes it unlawful for an employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

141. As a policy and practice, Defendants unlawfully collected or received from Plaintiff Gomez and other aggrieved current and former employees the wages paid by Defendants to Plaintiff Gomez and other aggrieved current and former employees.

Failure to Keep Payroll Records

142. Labor Code section 1174(d) requires Defendants to keep, at a central location in the state or at the plants or establishment 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.

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1 143. As a result of Defendants' various Labor Code violations, Defendants failed to
2 keep payroll records regarding Plaintiff Gomez and the other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep payroll
4 records regarding Plaintiff Gomez and the other aggrieved current and former employees' total
5 hours worked.

6 **Penalties**

7 144. Pursuant to Labor Code section 2699, Plaintiff Gomez, individually, and on behalf
8 of other current and former aggrieved employees, requests and is entitled to recover from
9 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
10 not limited to:

- 11 a. Penalties under Labor Code section 2699 in the amount of a hundred
12 dollars (\$100) for each aggrieved employee per pay period for the initial
13 violation, and two hundred dollars (\$200) for each aggrieved employee
14 per pay period for each subsequent violation;
- 15 b. Penalties under California Code of Regulations Title 8 section 11040 or
16 Labor Code section 558 in the amount of fifty dollars (\$50) for each
17 aggrieved employee per pay period for the initial violation, and one
18 hundred dollars (\$100) for each aggrieved employee per pay period for
19 each subsequent violation;
- 20 c. Penalties under Labor Code section 210 in addition to, and entirely
21 independent and apart from, any other penalty provided in the Labor
22 Code in the amount of a hundred dollars (\$100) for each aggrieved
23 employee per pay period for the initial violation, and two hundred dollars
24 (\$200) for each aggrieved employee per pay period for each subsequent
25 violation;
- 26 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
27 dollars (\$100) for each aggrieved employee per pay period for the initial
28

violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

f. Attorneys' fees and costs pursuant to Labor Code section 2699, and any other applicable statute.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against PARKER-HANNIFIN CORPORATION and DOES 1 through 100)

145. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 140, and each and every part thereof with the same force and effect as though fully set forth herein.

146. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful, and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

148. A violation of Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiffs and the other class members work overtime hours without paying them proper compensation violate Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiffs and the other class members violate Labor Code sections 201

1 and 202. Defendants' policy and practice of failing to timely pay Plaintiffs and the other class
2 members vested vacation pay upon termination of employment violate Labor Code section
3 227.3. Defendants also violated Labor Code sections 226(a), 246(l), 227.3, 1194, 1197, 2800
4 and 2802.

5 149. As a result of the herein described violations of California law, Defendants
6 unlawfully gained an unfair advantage over other businesses.

7 150. Plaintiffs and the other class members have been personally injured by
8 Defendants' unlawful business acts and practices as alleged herein, including but not
9 necessarily limited to the loss of money and/or property.

10 151. Pursuant to Business & Professions Code sections 17200, *et seq.*, Plaintiffs and
11 the other class members are entitled to restitution of the wages withheld and retained by
12 Defendants during a period that commences four years prior to the filing of this Complaint;
13 an award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other
14 applicable laws; and an award of costs.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs, individually, and on behalf of other members of the general public similarly
17 situated, request a trial by jury of their individual and class claims.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, individually and on behalf of other members of the general
20 public similarly situated, and Plaintiff Gomez on behalf of aggrieved employees pursuant to
21 PAGA, pray for relief and judgment against Defendants, jointly and severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action;
- 24 2. That Plaintiffs be appointed as representatives of the Class;
- 25 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 26 4. That Defendants provide to Class Counsel immediately the names and most
27 current contact information (address, email, and telephone numbers) of all class members.
- 28

As to the First Cause of Action

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

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

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194; and

9. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

13. For premium wages pursuant to Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

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

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194(a);

27. For liquidated damages pursuant to Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

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As to the Fifth Cause of Action

29. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 227.3 by willingly failing to pay vested vacation and PTO owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

35. For all actual, consequential, and incidental losses and damages, according to proof;

36. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

37. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

39. For actual, consequential, and incidental losses and damages, according to proof;
40. For statutory penalties pursuant to Labor Code section 226(e);
41. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g); and
42. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;
44. For actual, consequential, and incidental losses and damages, according to proof;
45. For reasonable attorneys' fees and costs of suit incurred herein; and
46. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

47. For civil penalties pursuant to statute as set forth in Labor Code sections 2698, *et seq.*, for Defendants' violation of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.
48. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194, and 2699, and any other applicable statute; and
49. For such other and further relief the court may deem just and proper.

As to the Tenth Cause of Action

50. That the Court declare, adjudge and decree that Defendants violated Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by Labor Code section 201, 202.

1 51. For restitution of unpaid wages to Plaintiffs and other class members and all pre-
2 judgment interest from the day such amounts were due and payable;

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

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

8 54. For injunctive relief to ensure compliance with this section, pursuant to Business
9 and Professions Code sections 17200, *et seq.*; and

10 55. For such other and further relief as the court may deem just and proper.

11
12 Dated: May 26, 2022

JUSTICE LAW CORPORATION

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15 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiffs

EXHIBIT 1

September 21, 2021

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: PARKER-HANNIFIN CORPORATION

Dear Representative:

We have been retained to represent Jarid Gomez against Parker-Hannifin Corporation (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "PHC").

Mr. Gomez is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Gomez may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Parker-Hannifin Corporation is an Ohio corporation located at 6035 Parkland Blvd., Cleveland, Ohio 44124.

PHC employed Mr. Gomez as an hourly-paid non-exempt Assembly Tester within one year of the date of this letter (until in or around March of 2021²) in the State of California. PHC directly controlled the wages, hours and/or working conditions of Mr. Gomez and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Gomez does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Gomez will amend this notice when the true names and capacities are known. Mr. Gomez is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Gomez and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Gomez's PAGA cause of action is tolled.

LWDA

September 21, 2021

Page 2 of 7

The “aggrieved employees” that Mr. Gomez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of PHC within the State of California.

PHC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

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 not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Gomez has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at PHC, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

PHC 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, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, 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. During the relevant time period, Mr. Gomez and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. PHC failed to compensate Mr. Gomez and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing COVID-19 and security procedures, waiting in line to clock-in, and during meal breaks. PHC also failed to include non-discretionary bonuses and incentives in Mr. Gomez and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Further, PHC required Mr. Gomez and other aggrieved employees to work alternative workweek schedules without complying with the proper procedures, including failing to provide disclosures and holding meetings to discuss the elections, and conducting secret ballot elections, and failed to compensate them for all overtime premiums owed. Therefore, Mr. Gomez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

LWDA

September 21, 2021

Page 3 of 7

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate 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. During the relevant time period, PHC failed to pay Mr. Gomez and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate 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.

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 workday that a meal or rest break is not provided. During the relevant time period, PHC routinely required Mr. Gomez and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with PHC's policies and expectations, and meet production quotas. PHC failed to provide coverage to Mr. Gomez and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. PHC also required Mr. Gomez and other aggrieved employees to report to their workstations by the end of their meal and rest breaks ready to work, forcing them to cut their breaks short to ensure timeliness. Additionally, PHC's breakrooms were located several minutes away from the workstations, forcing Mr. Gomez and other aggrieved employees to spend a portion of their meal and rest breaks travelling to and from the breakrooms during their breaks. Moreover, PHC required Mr. Gomez and other aggrieved employees to remain on the premises during their rest breaks. Lastly, PHC also failed to authorize and permit Mr. Gomez and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, PHC failed to compensate Mr. Gomez and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Gomez and other aggrieved employees' regular rate of pay.

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LWDA

September 21, 2021

Page 4 of 7

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, PHC failed to pay Mr. Gomez and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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, PHC failed to pay Mr. Gomez and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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LWDA

September 21, 2021

Page 5 of 7

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, PHC did not provide Mr. Gomez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from PHC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Gomez and other aggrieved employees, (2) total hours worked by Mr. Gomez and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Gomez and other aggrieved employees (4) all deductions for Mr. Gomez and other aggrieved employees, (5) net wages earned by Mr. Gomez and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Gomez and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Gomez and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Gomez and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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, PHC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Gomez and other aggrieved employees.

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LWDA

September 21, 2021

Page 6 of 7

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, PHC did not provide Mr. Gomez and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing COVID-19 and security procedures, waiting in line to clock-in, and during meal breaks.

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 their employment, Mr. Gomez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by PHC, including for purchasing equipment they were required to wear while working and tools they needed to perform their job tasks and using their personal cellular phones to communicate with supervisors.

We believe that Mr. Gomez and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Gomez will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of PHC within one year of the date of this letter, as allowed by law.

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LWDA

September 21, 2021

Page 7 of 7

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.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System

c/o Parker-Hannifin Corporation

330 N. Brand Blvd. Ste. 700

Glendale, California 91203

Agent for Service of Process for Parker-Hannifin Corporation

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On May 26, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Douglas J. Farmer

douglas.farmer@ogletree.com

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

One Embarcadero Center, Suite 900
San Francisco, California 94111

Christopher W. Decker

christopher.decker@ogletree.com

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART**

400 South Hope Street, Suite 1200
Los Angeles, California 90071

Attorney(s) for Defendant Parker-Hannifin Corporation

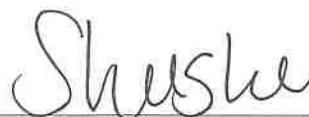
[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[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 May 26, 2022, at Pasadena, California.



Sophia Hanneyan

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On May 27, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Gomez vs. Parker Hannifin Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-845406-21**
Court Case No.: 56-2022-00563952-CU-OE-VTA
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

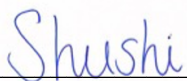
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 May 27, 2022, at Pasadena, California.



Sophia Hanneyan