

1 MICHAEL R. CROSNER, ESQ. (SBN 41299)
mike@crosnerlegal.com
2 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
3 BLAKE R. JONES, ESQ. (SBN 211221)
blake@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
6 Tel: (310) 496-5818
Fax: (310) 510-6429

7 Attorneys for Plaintiff RENE VILLAGOMEZ
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SACRAMENTO**
11

12 RENE VILLAGOMEZ, on behalf of
himself, the State of California, and others
13 similarly situated and aggrieved,

14 Plaintiff,
15

16 v.
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18 BAYER U.S. LLC, a Delaware limited
liability company; BAYER
CORPORATION, an Indiana corporation;
19 BAYER CROPSCIENCE LP, a Delaware
limited partnership; and DOES 1-100,
20 inclusive,

21 Defendants.
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Case No.:

CLASS ACTION COMPLAINT FOR:

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses**
8. **Unfair Competition and**
9. **Violation of Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

27 Plaintiff, RENE VILLAGOMEZ ("PLAINTIFF"), on behalf of himself, the State of
28 California, and others similarly situated and aggrieved, hereby files this Complaint against

1 Defendants BAYER U.S. LLC, a Delaware limited liability company; BAYER CORPORATION,
2 an Indiana corporation; BAYER CROPSCIENCE LP, a Delaware limited partnership; and DOES
3 1-100, inclusive, (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed
4 and believes and thereon alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. This court possesses original subject matter jurisdiction over this matter. Venue is
7 proper in Sacramento County, California, because DEFENDANTS transact business within this
8 judicial district and some of the complained of conduct occurred in this judicial district. *See also*
9 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
10 PAGA action is proper in any county where the defendants committed Labor Code violations against
11 some of its employees).

12 **THE PARTIES**

13 2. PLAINTIFF resides in the State of California. PLAINTIFF was employed by
14 DEFENDANTS in the State of California as a non-exempt employee during the relevant period.

15 3. DEFENDANTS are each either a Delaware limited liability company, an Indiana
16 corporation or a Delaware limited partnership that, at all relevant times, were authorized to do
17 business within the State of California and are doing business in the State of California.
18 DEFENDANTS own, operate, or otherwise manage pharmaceutical and life science companies that
19 produce/provide/develop health care/nutritional and or high-tech materials, including but not limited
20 to, regarding crop science and other agricultural innovations.

21 4. The true names and capacities of the DOE Defendants sued herein as DOES 1
22 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
23 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
24 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
25 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
26 become known.

27 5. PLAINTIFF is further informed and believes that, at all relevant times, each
28 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,

1 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
2 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
3 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
4 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
5 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
6 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
7 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
8 controlled, aided and abetted the conduct of all other Defendants.

9 **JOINT LIABILITY**

10 6. Under California law, the definition of the terms “to employ” are broadly construed
11 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
12 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
13 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
14 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
15 was to reach situations in which multiple entities control different aspects of the employment
16 relationship. Supervision of the work, in the specific sense of exercising control over how services
17 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
18 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
19 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
20 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
21 California, applying a less stringent standard to what constitutes sufficient control by a business
22 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
23 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
24 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
25 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
26 employment,” *Id.* at 875 [emphasis added].

27 7. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
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1 Members (defined below) and the Aggrieved Employees (defined below) were jointly employed by
2 these DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of “to
3 employ” adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these
4 DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF
5 and the Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and the
6 Class Members and Aggrieved Employees to work for them; and, (3) engaged PLAINTIFF and the
7 Class Members and Aggrieved Employees to work for them.

8 8. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
9 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
10 human resources as a set forth herein. As a result, DEFENDANTS utilized the same unlawful
11 policies and practices across all of their locations/facilities and subjected all of the Class Members
12 and Aggrieved Employees to these same policies and practices regardless of the location(s) or
13 facilities where they worked.

14 9. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
15 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
16 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of
17 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class
18 Members’ and Aggrieved Employees’ wages, hours and working conditions, and/or suffered or
19 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be
20 considered the joint employers of PLAINTIFF and the Class Members. Specifically, upon
21 information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies,
22 practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices,
23 meal and rest periods, reimbursement of business expenses and other working conditions and that
24 were distributed to, and/or applied to PLAINTIFF and the Class Members and Aggrieved
25 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
26 PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner.
27 DEFENDANTS collectively represented to PLAINTIFF and the Class Members that each was an
28 "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to

terminate PLAINTIFF and the Class Members' and Aggrieved Employees' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and the Class Members and Aggrieved Employees in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and the Class Members and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and the Class Members and Aggrieved Employees.

10. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Class Members' and Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

11. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other Class Members and Aggrieved Employees.

CLASS ALLEGATIONS

12. PLAINTIFF brings this action on behalf of himself and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to represent are defined as follows and referred to as the “Class Members”: “All current and former non-exempt employees that worked either directly or via a staffing agency for DEFENDANTS in California at any time within the four years prior to the filing of the initial complaint.”

a. Numerosity. While the exact number of Class Members is unknown to PLAINTIFF at this time, the class is so numerous that the individual joinder of all members is impractical under the circumstances of this case.

b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether

1 DEFENDANTS understated hours worked and failed to pay all amounts due to
2 PLAINTIFF and the Class Members for wages earned, including minimum and
3 overtime wages, under California law; (2) whether DEFENDANTS provided
4 PLAINTIFF and the Class Members with all meal periods or premium payments
5 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
6 provided PLAINTIFF and the Class Members with all rest periods or premium
7 payments in lieu thereof, in compliance with California law; (4) whether
8 DEFENDANTS provided PLAINTIFF and the Class Members with accurate,
9 itemized wage statements in compliance with California law, displaying,
10 including but not limited to, the total hours worked during the pay period; (5)
11 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all
12 wages due upon separation of employment; (6) whether DEFENDANTS failed
13 to reimburse PLAINTIFF and the Class Members for all business expenses; and
14 (7) whether DEFENDANTS violated California Business and Professions Code
15 sections 17200, et seq.

- 16 c. Ascertainable Class. The proposed class is ascertainable as its members can be
17 identified and located using information in DEFENDANTS' business, payroll
18 and personnel record.
- 19 d. Numerosity. The class is so numerous that the individual joinder of all Class
20 Members is impractical under the circumstances of this case. While the exact
21 number of Class Members is unknown to PLAINTIFF, PLAINTIFF is informed
22 and believes the class consists of at least 100 individuals.
- 23 e. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
24 PLAINTIFF suffered a similar injury as the other Class Members as a result of
25 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
26 and pay all owed minimum and overtime wages, failure to provide proper meal
27 and rest periods or premium compensation in lieu thereof, failure to provide
28 accurate wage statements, failure to reimburse business expenses, and failure to

1 pay all wages due upon separation of employment.

2 f. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
3 Class Members. PLAINTIFF has no interests adverse to the interests of the other
4 Class Members. Counsel who represent PLAINTIFF are competent and
5 experienced in litigating similar class action cases and are California lawyers in
6 good standing. Counsel for PLAINTIFF have the experience and resources to
7 vigorously prosecute this case.

8 g. Superiority. A class action is superior to other available means for the fair and
9 efficient adjudication of this controversy since individual joinder of all members
10 of the class is impractical. Class action treatment will permit a large number of
11 similarly situated persons to prosecute their common claims in a single forum
12 simultaneously, efficiently, and without the unnecessary duplication of effort
13 and expense that numerous individual actions would engender. Furthermore, as
14 the damages suffered by each individual member of the class may be relatively
15 small, the expenses and burden of individual litigation would make it difficult
16 or impossible for individual members of the class to redress the wrongs done to
17 them, while an important public interest will be served by addressing the matter
18 as a class action. The cost to the court system of adjudication of such
19 individualized litigation would be substantial. Individualized litigation would
20 also present the potential for inconsistent or contradictory judgments. Finally,
21 the alternative of filing a claim with the California Labor Commissioner is not
22 superior, given the lack of discovery in such proceedings, the fact that there are
23 fewer available remedies, and the losing party has the right to a trial de novo in
24 the Superior Court.

25 **FACTUAL AND LEGAL ALLEGATIONS**

26 13. During the four-year period preceding filing of this complaint, PLAINTIFF, and each
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1 of the Class Members, were employed by DEFENDANTS in the State of California as non-exempt,
2 employees. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and
3 each of the Class Members and suffered and/or permitted them to work.

4 14. PLAINTIFF was employed by DEFENDANTS as a full-time, non-exempt,
5 employee during the relevant period. PLAINTIFF worked for DEFENDANTS during the relevant
6 period as a full time, non-exempt, hourly-paid, Seed Tech Crew Leader and/or other similar title.
7 PLAINTIFF's job duties included but were not limited to, handling both the physical and electronic
8 movement of DEFENDANTS' seed-packaging operations. PLAINTIFF worked at
9 DEFENDANTS' warehouse facility located at 2700 Camino Del Sol, Oxnard, California 93030.
10 PLAINTIFF typically worked at least eight (8) to twelve-hour shifts, five (5) days per week.

11 15. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
12 PLAINTIFF and other Class Members for all hours worked, resulting in the underpayment of
13 minimum and overtime wages owed to PLAINTIFF and other Class Members. DEFENDANTS
14 failed to compensate PLAINTIFF and other Class Members for all hours worked by virtue of,
15 including but not limited to, DEFENDANTS' time-rounding policies and practices, payment
16 according to scheduled hours worked instead of actual time worked, policies and practices
17 mandating pre-shift and post-shift off-the clock work, and policies and practices that failed to relieve
18 employees of all duties and employer control during unpaid meal periods.

19 16. Based on information and belief, DEFENDANTS implemented a uniform policy and
20 practice of time rounding that, as applied, systematically deprived PLAINTIFF and other Class
21 Members of compensable time because the time-rounding system implemented by DEFENDANTS,
22 more often than not, if not always, resulted in understating actual compensable work time. Based
23 on information and belief, DEFENDANTS adjusted PLAINTIFF's and other Class Members' time
24 entries and or their supervisors would record only the scheduled beginning and end times of
25 PLAINTIFF's and other Class Members' shifts/meal periods rather than the actual times
26 PLAINTIFF and other Class Members began and stopped working, resulting in PLAINTIFF and
27 other Class Members consistently performing uncompensated off-the-clock work. For example, if
28 PLAINTIFF clocked in five (5) or more minutes before the beginning of his scheduled shift time

1 and/or or five (5) or more minutes past the end of his scheduled shift, DEFENDANTS would
2 deduct/round the time such that PLAINTIFF was not compensated for this work time, resulting in
3 the underpayment of wages owed to PLAINTIFF.

4 17. Based on information and belief, DEFENDANTS had a uniform policy and
5 practice of requiring PLAINTIFF and other Class Members to perform uncompensated pre-shift
6 and/or post-shift off-the-clock work. For example, PLAINTIFF and other Class Members were
7 required to show up to work at least ten (10) minutes prior to the start of their official shift start
8 times for security check-ins, daily Covid temperature checks and due to the long employee lines
9 they were required to stand in to access DEFENDANTS' badge system for clocking in for their
10 shifts; it was only after this uncompensated pre-shift time spent under employer control that
11 PLAINTIFF and other Class Members were permitted to clock in for the start of their shifts,
12 resulting in significant daily uncompensated work time and the underpayment of minimum and
13 overtime wages owed to PLAINTIFF and other Class Members. PLAINTIFF and other Class
14 Members were also required to attend work meetings after clocking out for the end of their shifts
15 and/or during uncompensated meal periods, resulting in significant off-the-clock work and the
16 underpayment of minimum and overtime wages owed to PLAINTIFF and other Class Members.

17 18. Based on information and belief, DEFENDANTS required PLAINTIFF and
18 other Class Members to obtain Covid-related testing outside of their scheduled shift times without
19 compensating them for the time spent completing DEFENDANTS' testing requirements, resulting
20 in the further underpayment of minimum wages and overtime wages owed to PLAINTIFF and other
21 Class Members.

22 19. Based on information and belief, DEFENDANTS further violated California's
23 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
24 limited to, non-discretionary bonuses (e.g., non-discretionary performance/productivity bonuses),
25 into the regular rate of pay for purposes of calculating the correct amount of overtime owed during
26 pay periods in which overtime was worked and non-discretionary remuneration earned. Failing to
27 include non-discretionary compensation in the regular pay rate resulted in a miscalculation of the
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1 overtime wage rate and the underpayment of overtime wages owed to PLAINTIFF and other Class
2 Members.

3 20. **Denied Meal Periods.** PLAINTIFF and other Class Members consistently worked
4 shifts of at least five and one-half hours without being provided an uninterrupted, duty-free, thirty-
5 minute meal before the end of the fifth hour of work. PLAINTIFF and other Class Members
6 consistently worked shifts exceeding ten hours without being provided a second, uninterrupted,
7 duty-free, thirty-minute meal period before the end of the tenth hour of work. PLAINTIFF and
8 other Class Members were consistently unable to take timely, off duty, thirty-minute, uninterrupted
9 meal periods, often being forced to take late meal periods and/or work through part or all their meal
10 periods due to the nature and constraints of their job duties/lack of relief workers available and or
11 commentary from supervisors pressuring them to take non-compliant breaks or skip breaks
12 completely. PLAINTIFF and other Class Members were pressured by their supervisors to work
13 through their meal periods to monitor machinery and keep up with production deadlines and only
14 to take a meal period when time permitted. PLAINTIFF and other Class Members were instructed
15 to clock out thirty minutes for these missed or improper meal periods but to continue working.
16 PLAINTIFF and other Class Members were required to attend work meetings while they were
17 clocked out for their meal periods, in violation of California's meal period laws and resulting in
18 significant off the clock work in violation of California's minimum wage and overtime laws.
19 DEFENDANTS implemented further policies and practices that failed to relieve PLAINTIFF and
20 other Class Members of all duties and employer control during unpaid meal breaks. For example,
21 DEFENDANTS required PLAINTIFF and other Class Members to remain tethered to work
22 communication devices during their meal periods; DEFENDANTS instructed PLAINTIFF and
23 other Class Members to monitor their cell phones and or the company intercom paging system for
24 work communications throughout their shifts, including during meal periods. PLAINTIFF and other
25 Class Members would be called/paged by management and required to return to work while clocked
26 out for their meal periods to attend to, for example, situations that arose on the seed packaging line
27 that required immediate attention.

28 21. DEFENDANTS implemented a policy and practice of automatically deducting at

1 least thirty minutes per shift/requiring Class Members clock out at least thirty minutes per shift for
2 these missed/improper meal periods, despite having actual and/or constructive knowledge that
3 PLAINTIFF and other Class Members were not relieved of all duties and employer control and
4 therefore did not receive compliant meal periods.

5 22. Based on information and belief, DEFENDANTS rounded the start and end
6 times of employee meal periods resulting in PLAINTIFF and other Class Members not being paid
7 for all time worked as well as late or shortened meal periods.

8 23. PLAINTIFF and other Class Members were not provided second meal periods at all
9 despite regularly working shifts of at least ten hours (10) hours and thus being entitled to a second
10 30-minute, duty free, uninterrupted meal period before the end of the tenth hour of work.

11 24. Despite denying PLAINTIFF and the Class Members their owed meal periods,
12 DEEFENDANTS did not pay PLAINTIFF and the Class Members one additional hour of pay at
13 their regular rate(s) of compensation for each workday an owed meal period was not provided.

14 25. **Denied Rest Periods.** DEFENDANTS did not authorize or permit PLAINTIFF and
15 the Class Members to take compliant rest periods. DEFENDANTS did not advise PLAINTIFF and
16 the Class Members when rest periods should be taken, how long rest periods should be, how many
17 rest periods they should receive in a given shift, nor that rest periods should be free of all duties and
18 employer control.

19 26. PLAINTIFF and other Class Members did not receive compliant, timely, net, ten-
20 minute rest periods every four (4) hours worked or major fraction thereof. Any purported rest
21 periods would be interrupted, cut short, on duty, and or late due to the Class Members
22 workloads/pressure to meet work deadlines and commentary from supervisors pressuring
23 PLAINTIFF and other Class Members to skip breaks or take non-compliant breaks. PLAINTIFF
24 and other Class Members were pressured to work through rest periods to, for example, monitor
25 machinery and keep up with production deadlines such that rest periods were only taken once tasks
26 were completed as time permitted. DEFENDANTS implemented policies and practices that failed
27 to relieve the Class Members of all duties and employer control during any rest periods. For
28 example, PLAINTIFF and other Class Members were required to monitor their phones/the company

1 paging system for work communications during any rest periods and respond to any work situations
2 that arose requiring immediate attention during purportedly off-duty rest periods. Based on
3 information and belief, DEFENDANTS had a uniform policy and practice of prohibiting the Class
4 Members from leaving the worksite premises during any rest periods. DEFENDANTS had no policy
5 in place nor instruction as to the taking or timing of off-duty rest periods. DEFENDANTS never
6 paid PLAINTIFF and the Class Members an additional hour of wages at their regular rate(s) of pay
7 for each workday they were denied a compliant rest period.

8 27. DEFENDANTS failed to provide PLAINTIFF and other Class Members with
9 accurate wage statements that complied with Labor Code section 226. Wage statements provided
10 by DEFENDANTS do not accurately reflect, inter-alia, the total hours worked for the pay period.
11 Wage statements provided by DEFENDANTS fail to indicate the "total hours worked" by
12 PLAINTIFF and other Class Members by virtue of, including but not limited to, DEFENDANTS'
13 time-rounding practices, payment according to scheduled hours worked rather than actual hours
14 worked, failure to relieve employees of all duties and employer control during unpaid meal periods
15 and policies and practices that mandated pre-shift and post-shift off-the-clock work, as described
16 herein. As a result, the wage statements provided to PLAINTIFF and other Class Members were not
17 accurate and do not include all of the statutorily required information, such as, but not limited to,
18 the total hours worked. Accordingly, DEFENDANTS violated Labor Code section 226.

19 28. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
20 other Class Members to incur business expenses as a direct consequence of the performance of their
21 job duties without providing reimbursement, in violation of Labor Code section 2802. PLAINTIFF
22 and other Class Members were required to incur without any reimbursement from DEFENDANTS
23 data plan charges in connection with DEFENDANTS' requirement that PLAINTIFF and other Class
24 Members regularly use their personal cellphones/other personal mobile communication device to
25 communicate with their supervisors regarding scheduling/work tasks. For example, PLAINTIFF's
26 supervisor would regularly send text messages to PLAINTIFF's personal cell phone inquiring about,
27 including but not limited to, the status of work orders. DEFENDANTS also required PLAINTIFF
28 and other Class Members to use their personal vehicles for work without providing reimbursement

1 for gas, mileage, vehicle wear and tear and or other vehicle-related expenses PLAINTIFF and other
2 Class Members incurred as a direct consequence of the performance of their job duties. For example,
3 DEFENDANTS required PLAINTIFF to undergo Covid-testing without reimbursing PLAINTIFF
4 at all for vehicle-related expenses incurred in connection with traveling to/from the testing site.
5 Based on information and belief, DEFENDANTS also required Class Members to purchase and or
6 maintain their own uniforms, tools, and or personal protective equipment for work, such as, but not
7 limited to, high visibility shirts and/or vests, without reimbursing PLAINTIFF and other Class
8 Members in full for these expenses they incurred as a direct consequence of the discharge of their
9 job duties.

10 29. PLAINTIFF and other Class Members were improperly required to pay for business
11 expenses that are supposed to be the responsibility of the employer, as described above.
12 DEFENDANTS did not offer/provide any reimbursement for these business-related expenses or any
13 amount offered/provided fell far below what PLAINTIFF and other Class Members were required
14 to pay out of pocket/the actual expenses PLAINTIFF and other Class Members incurred.
15 DEFENDANTS' failure to provide the Class Members with full reimbursement for all reasonable
16 expenses associated with carrying out their duties required the Class Members to subsidize and/or
17 carry the burden of business expenses in violation of Labor Code section 2802.

18 30. **Failure to Timely Pay All Wages Upon Separation of Employment.** Upon
19 separation of employment, DEFENDANTS failed to timely furnish the Class Members their final
20 paychecks containing all earned and unpaid wages, including but not limited to, all earned and
21 unpaid minimum wages, all earned and unpaid overtime wages, all accrued sick leave pay, vacation
22 pay, and/or all accrued paid time off at the properly accrued rates.

23 31. PLAINTIFF is informed and believes and allege thereon that DEFENDANTS
24 engaged in these same herein described unlawful practices with regard to all of the Class Members
25 and the Aggrieved Employees (defined below), and that DEFENDANTS applied these same herein
26 described unlawful practices to all of its employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION

**Recovery of Unpaid Minimum Wages and Liquidated Damages
(Against all DEFENDANTS)**

32. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

33. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up to forty per week or eight (8) per day, at a regular time rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

34. DEFENDANTS violated California’s minimum wage laws by failing to compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other things, DEFENDANTS’ policies and practices mandating pre-shift and post-shift off-the-clock work, failure to relieve Class Members of all duties and employer control during unpaid meal periods, payment of wages based on scheduled hours and not actual hours worked, and/or rounded time entries.

35. DEFENDANTS had and continue to have a continuous policy of failing to pay PLAINTIFF and Class Members for all hours worked.

36. DEFENDANTS had and continue to have a continuous policy of paying PLAINTIFF and Class Members for scheduled work hours, rather than actual time worked.

37. DEFENDANTS had and continue to have a continuous policy of requiring PLAINTIFF and the Class Members to perform work prior to clocking in for their shifts and/or after clocking out for their shifts and/or outside of their scheduled shift times and during uncompensated meal periods.

38. Based on information and belief, DEFENDANTS had actual or constructive knowledge that its time-rounding policies and practices, policies and practices of auto-deducting for meal periods, failing to relieve employees of all duties and employer control during unpaid meal periods, policy and practice of payment according to scheduled time rather than actual work time, and clock-in/clock-out/time-reporting policies, practices and procedures resulted in the underpayment of minimum wages owed to PLAINTIFF and other Class Members.

1 39. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
2 Members are entitled to recover all unpaid minimum time wages and liquidated damages thereon,
3 plus attorney's fees and costs, in an amount to be proved at trial.

4 **SECOND CAUSE OF ACTION**
5 **Recovery of Unpaid Overtime Wages**
6 **(Against all DEFENDANTS)**

7 40. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

8 41. Employees in California must be paid overtime, equal to one and one-half times the
9 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
10 twelve hours in any workday, and for the first eight (8) hours worked on the seventh consecutive
11 day of work in a workweek, and they must be paid double the regular rate of pay for all hours worked
12 in excess of twelve hours in any workday and for all hours worked in excess of eight (8) on the
13 seventh consecutive day of work in a workweek, unless they are exempt.

14 42. DEFENDANTS failed to pay PLAINTIFF and the Class Members proper overtime
15 rates for all overtime worked due to, including but not limited to, DEFENDANTS' failure to account
16 and compensate PLAINTIFF and the Class Members for all hours worked, as described above.
17 DEFENDANTS' failure to pay for all time worked resulted in the underpayment of overtime wages
18 for PLAINTIFF and the Class Members who worked more than eight (8) hours in a day, more than
19 forty hours in a week and/or seven (7) consecutive days in a workweek.

20 43. Based on further information and belief, DEFENDANTS failed to incorporate all
21 non-discretionary remuneration, including but not limited to, non-discretionary bonus pay (e.g.,
22 non-discretionary productivity/production bonuses) into the regular pay rate(s) used to calculate the
23 owed overtime rates(s), resulting in the miscalculation and underpayment of overtime wages owed
24 to the Class Members.

25 44. Based on further information and belief, DEFENDANTS failed to properly blend
26 multiple rates of regular pay earned during the same pay period in calculating the owed overtime
27 rate(s), resulting in the miscalculation and underpayment of overtime wages owed to Class
28 Members.

 45. DEFENDANTS' conduct described above is in violation of California Labor Code

1 sections 510 and 1194 and all applicable Industrial Wage Commission Wage Orders.

2 46. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
3 wages, plus attorney's fees and costs, in an amount to be proved.

4 **THIRD CAUSE OF ACTION**
5 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
6 **(Against all DEFENDANTS)**

7 47. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

8 48. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
9 DEFENDANT was required to provide PLAINTIFF and the Class Members with one thirty-minute
10 meal period free from all duties and employer control for all shifts longer than five (5) hours, and a
11 second thirty-minute meal period free from all duties for all shifts longer than ten hours. Meal
12 periods can be waived, but only under the following circumstances: (1) if an employee's total work
13 period in a day is over five (5) hours but no more than six (6) hours, the required meal period may
14 be waived by mutual consent of the employer and employee, and (2) if an employee's total work
15 period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal
16 period may be waived by mutual consent of the employer and employee, but only if the first meal
17 period was not waived. Employers covered by the Wage Orders have an obligation to both (1)
18 relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to
19 record having done so. If the employer fails to properly record a valid meal period, it is presumed
20 no meal period was provided.

21 49. PLAINTIFF and the Class Members were consistently unable to take timely, off
22 duty, thirty-minute, uninterrupted meal periods as they were forced to take late meal periods and/or
23 work through part or all of their meal periods due to the nature and constraints of their job duties
24 and or commentary from DEFENDANTS pressuring them to take non-compliant breaks or skip
25 breaks completely.

26 50. DEFENDANTS had and continue to have a continuous policy of failing to relieve
27 PLAINTIFF and the Class Members of all duties and employer control during any meal periods/for
28 the purpose of taking meal periods. PLAINTIFF and the Class Members were not able to take
timely, off-duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal

1 periods and/or work through part or all of their meal periods due to the nature and constraints of
2 their job duties, lack of relief workers available/scheduling issues, pressure to meet warehouse
3 quotas/deadlines, lack of relief workers available, the need to attend to work tasks requiring
4 immediate attention and pressure from DEFENDANTS to take noncompliant meal periods or skip
5 meal periods completely. For example, PLAINTIFF and other Class Members were required to
6 monitor work communication devices during purportedly off-duty, unpaid meal periods.
7 DEFENDANTS required PLAINTIFF and other Class Members to attend work meetings during
8 purportedly off-duty meal periods. PLAINTIFF and the Class Members were consistently suffered
9 and permitted to take non-compliant meal periods due to, including but not limited to, the lack of
10 relief workers available, having to constantly monitor machinery to meet production deadlines and
11 respond to work communications from management, including during any purportedly off-duty
12 meal periods.

13 51. Based on further information and belief, DEFENDANTS rounded the start and end
14 times of employee meal periods resulting in PLAINTIFF and the Class Members receiving late or
15 shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

16 52. PLAINTIFF is further informed and believes and thereon alleges that
17 DEFENDANTS had actual or constructive knowledge that its time-rounding and auto-deduction
18 policies and practices and policies and practices that failed to relieve PLAINTIFF and the Class
19 Members of all duties and employer control during meal periods resulted in the denial of compliant
20 meal periods to Class Members, in violation of California's meal period laws.

21 53. DEFENDANTS did not pay PLAINTIFF and the Class Members an additional hour
22 of wages at their regular rate(s) of pay for each workday a compliant meal period was not provided.
23 DEFENDANTS either failed to pay a meal period premium at all for each workday a proper meal
24 period was not provided or failed to pay the proper meal period premium for failure to incorporate
25 all non-discretionary compensation, including but not limited to, non-discretionary bonus pay into
26 the regular pay rate used to calculate the owed meal period premium.

27 54. DEFENDANTS failed to provide PLAINTIFF and the Class Members with all
28

1 required meal periods, or with proper compensation in lieu thereof. As a result, under Labor Code
2 section 226.7, PLAINTIFF and the Class Members are entitled to one additional hour's pay at the
3 proper premium pay rate for each day a meal period was missed/on duty, late or interrupted, all in
4 an amount to be proved at trial.

5 **FOURTH CAUSE OF ACTION**
6 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
7 **(Against all DEFENDANTS)**

8 55. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 56. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
10 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
11 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
12 "insofar as practicable." The rest period requirement obligates employers to permit and authorize
13 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
14 and relinquish control over how employees spend their time. *Augustus v. ABM Security Services,*
15 *Inc.*, (2016) 5 Cal.5th 257. If the employer fails to provide any required rest period, the employer
16 must pay the employee one hour of pay at the employee's regular rate of compensation for each
17 workday the employer did not provide at least one legally required rest period, pursuant to Labor
18 Code section 226.7.

19 57. PLAINTIFF and the Class Members did not receive compliant, timely, net, ten-
20 minute rest periods every four (4) hours worked or major fraction thereof. Any purported rest
21 periods would be interrupted, cut short, on duty, and or late due to the Class Members
22 workloads/pressure to meet work deadlines and commentary from supervisors pressuring
23 PLAINTIFF and other Class Members to skip breaks or take non-compliant breaks. PLAINTIFF
24 and other Class Members were pressured to work through rest periods to, for example, monitor
25 machinery and keep up with production deadlines such that rest periods were only taken once tasks
26 were completed as time permitted. DEFENDANTS implemented policies and practices that failed
27 to relieve the Class Members of all duties and employer control during any rest periods. For
28 example, PLAINTIFF and other Class Members were required to monitor their phones/the company
paging system for work communications during any rest periods and respond to any work situations

1 that arose requiring immediate attention during purportedly off-duty rest periods. Based on
2 information and belief, DEFENDANTS had a uniform policy and practice of requiring PLAINTIFF
3 and the Class Members to always remain tethered to the worksite and monitor work communication
4 devices during rest periods, in violation of California law. See, e.g., *Augustus v. ABM Security*
5 *Services, Inc.*, (2016) 5 Cal.5th 257. DEFENDANTS had no policy in place nor instruction as to
6 the taking or timing of rest periods. PLAINTIFF and other Class Members were regularly denied
7 owed first, second, and third rest periods. Based on information and belief, PLAINTIFF and the
8 Class Members were never paid a rest period premium for any missed or improper rest period.

9 58. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
10 hour of additional pay at the regular rate of compensation for each workday that a required rest
11 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
12 Order, plus pre-judgment interest.

13 **FIFTH CAUSE OF ACTION**
14 **Failure to Furnish Accurate Itemized Wage Statements**
15 **(Against all DEFENDANTS)**

16 59. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

17 60. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
18 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
19 wage statement accurately stating the following:

20 (1) gross wages earned, (2) total hours worked by the employee,
21 except for any employee whose compensation is solely based on a
22 salary and who is exempt from payment of overtime under
23 subdivision (a) of Section 515 or any applicable order of the Industrial
24 Welfare Commission, (3) the number of piece-rate units earned and
25 any applicable piece rate if the employee is paid on a piece-rate basis,
26 (4) all deductions, provided that all deductions made on written orders
27 of the employee may be aggregated and shown as one item, (5) net
28 wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social
security number, except that by January 1, 2008, only the last four
digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

1 61. DEFENDANTS failed to provide PLAINTIFF and other Class Members with
2 accurate wage statements that complied with Labor Code section 226. Wage statements provided
3 by DEFENDANTS do not accurately reflect, *inter-alia*, the total hours worked for the pay period.
4 Wage statements provided by DEFENDANTS fail to indicate the "total hours worked" by
5 PLAINTIFF and other Class Members due to, including but not limited to, DEFENDANTS' time-
6 rounding practices, payment according to scheduled hours worked rather than actual hours worked,
7 failure to relieve employees of all duties and employer control during any unpaid meal periods and
8 policies and practices mandating pre-shift and post-shift off-the-clock work, as described herein. As
9 a result, the wage statements provided to PLAINTIFF and other Class Members were not accurate
10 and do not include all of the statutorily required information, such as, but not limited to, the total
11 hours worked. Accordingly, DEFENDANTS violated Labor Code section 226.

12 62. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and the
13 Class Members with proper, itemized wage statements as any wage statements provided by
14 DEFENDANTS do not accurately reflect, *inter-alia*, the total hours worked per pay period.

15 63. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
16 Members have suffered injury. The absence of accurate information on their wage statements has
17 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
18 mathematical computations to determine the amount of wages owed, and will cause difficulty and
19 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
20 submission of inaccurate information about wages and amounts deducted from wages to state and
21 federal government agencies. As a result, PLAINTIFF and the Class Members are required to
22 participate in this lawsuit and create more difficulty and expense for PLAINTIFF and the Class
23 Members from having to reconstruct time and pay records than if DEFENDANTS had complied
24 with its legal obligations.

25 64. Pursuant to California Labor Code section 226(e), PLAINTIFF and the Class
26 Members are entitled to recover fifty dollars per employee for the initial pay period in which a
27 Section 226 violation occurred and one hundred dollars per employee per violation for each
28 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

1 65. Pursuant to California Labor Code section 226(h), PLAINTIFF and the Class
2 Members are entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance
3 with California Labor Code section 226(a). Injunctive relief is warranted because DEFENDANTS
4 continue to provide currently employed Class Members with inaccurate wage statements or no wage
5 statements at all in violation of California Labor Code section 226(a). Currently employed Class
6 Members have no adequate legal remedy for the continuing injuries that will be suffered as a result
7 of DEFENDANTS' ongoing unlawful conduct. Injunctive relief is the only remedy available for
8 ensuring DEFENDANTS' compliance with California Labor Code section 226(a).

9 66. Pursuant to California Labor Code sections 226(e) and 226(h), PLAINTIFF and the
10 Class Members are entitled to recover the full amount of penalties due under Section 226(e),
11 reasonable attorneys' fees, and costs of suit.

12 **SIXTH CAUSE OF ACTION**
13 **Failure to Timely Pay All Wages Due Upon Separation of Employment**
14 **(Against all DEFENDANTS)**

15 67. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.
16 California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges
17 an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 68. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
20 employee not having a written contract for a definite period quits his or her employment, his or her
21 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
22 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
23 to his or her wages at the time of quitting."

24 69. DEFENDANTS failed to timely pay Class Members all wages that were due
25 and owing upon termination or resignation, as described herein. Upon separation of employment,
26 DEFENDANTS failed to timely furnish the Class Members with their final paychecks containing
27 all earned and unpaid wages, including but not limited to, all earned and unpaid minimum wages,
28 overtime wages, and all paid time off at the properly accrued rates. Based on information and belief,
the final paychecks were not provided upon separation of employment within the time limits

1 prescribed by California law and any final paychecks provided were devoid of all earned and unpaid
2 wages, including but not limited to, all earned and unpaid minimum wages, all earned and unpaid
3 overtime wages, and all accrued paid time off at the properly accrued rates.

4 70. DEFENDANTS willfully failed to timely pay all wages upon separation of
5 employment because DEFENDANTS failed to provide sick leave/paid time off in lieu thereof at all
6 or failed to pay it at the properly accrued rates due to DEFENDANTS' failure to account for true
7 hours worked and or failure to incorporate all non-discretionary compensation into any sick leave
8 rate calculation.

9 71. Under Labor Code section 203, Class Members who no longer are employed
10 with DEFENDANTS are entitled to recover waiting time penalties of up to 30 days' pay, plus
11 attorney's fees and costs, in an amount to be proved at trial.

12 **SEVENTH CAUSE OF ACTION**
13 **Failure to Reimburse Business Expenses**
14 **(Against all DEFENDANTS)**

15 72. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

16 73. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
17 were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by
18 their employer and/or carrying out the duties assigned by their employers.

19 74. Among other things, under California law, when employees must use their personal
20 cellphones for work-related purposes, the employer must reimburse them for a reasonable
21 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
22 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
23 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
24 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
25 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
26 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

27 75. PLAINTIFF and the Class Members were improperly required to pay for business
28 expenses that are legally the responsibility of the employer, including but not limited to, data plan
charges/other expenses incurred due to being required to use their personal cellphones/other

1 personal mobile communication devices to perform their job duties, such as but not limited to, for
2 communicating with management about work scheduling/tasks. DEFENDANTS also required
3 PLAINTIFF and the Class Members to improperly subsidize costs associated with fulfilling
4 DEFENDANTS' Covid-testing requirements, including but not limited to, costs of Covid tests
5 and/or travel/vehicle-related expenses incurred in fulfilling DEFENDANTS' testing requirements,
6 such as but not limited to, gas, mileage, vehicle wear and tear.

7 76. DEFENDANTS required PLAINTIFF and other Class Members to use their personal
8 vehicles in the discharge of their job duties, including but not limited to, to travel to/from Covid-
9 testing sites/locations to purchase tests. DEFENDANTS were required to compensate PLAINTIFF
10 and the Class Members at the Internal Revenue Service (IRS) mandated per mile compensation for
11 the relevant time period yet failed to do so.

12 77. Based on information and belief, DEFENDANTS failed to reimburse PLAINTIFF
13 and other Class Members for the costs of purchasing and/or maintaining uniforms/personal
14 protective equipment and/or work tools, such as, but not limited to, high visibility shirts and/or vests,
15 DEFENDANTS required they wear for work.

16 78. DEFENDANTS failed to provide any reimbursement whatsoever for the above-
17 escribed expenses DEFENDANTS required the Class Members incur as a direct consequence of the
18 discharge of their job duties or any amount offered as reimbursement fell far below the amount paid
19 out of pocket/expenses incurred by the Class Members.

20 79. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
21 reimbursement for all reasonable expenses associated with carrying out their duties required that
22 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
23 violation of Labor Code section 2802.

24 80. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
25 Members have suffered injury in that they were not completely reimbursed as mandated by
26 California law.

27 81. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
28

1 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
2 attorneys' fees, and costs of suit.

3 **EIGHTH CAUSE OF ACTION**

4 **Unfair Competition**

5 **(Against all DEFENDANTS)**

6 82. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

7 83. The unlawful conduct of DEFENDANTS alleged herein constitutes unfair
8 competition within the meaning of California Business and Professions Code section 17200. This
9 unfair conduct includes all unlawful conduct alleged herein, including but not limited to:
10 DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and
11 practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest
12 periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and
13 accurate itemized wage statements; DEFENDANTS' failure to provide paid sick leave at the
14 properly accrued rates; DEFENDANTS' failure to reimburse business expenses; and
15 DEFENDANTS' failure to timely pay all wages due during and upon separation of employment.

16 84. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
17 California Labor Code, DEFENDANTS have gained a competitive advantage over other
18 comparable companies doing business in the State of California that comply with their obligations
19 to authorize or permit rest and meal periods or pay proper meal and rest period premiums in lieu
20 thereof, to provide proper notice and properly accrue and pay sick time benefits, to provide complete
21 and accurate itemized wage statements, to reimburse employees for all business expenses, to pay all
22 owed minimum and overtime wages, and to pay all wages due during and upon separation of
23 employment of their employees.

24 85. DEFENDANTS engaged in unfair and unlawful business practices in violation of
25 the California Labor Code and thereby engaged in unfair competition in violation of Business and
26 Professions Code section 17200, et seq. by failing to properly record and pay PLAINTIFF and other
27 Class Members all owed sick time benefits or paid time off in lieu thereof as required under
28 California paid sick leave laws. DEFENDANTS failed to pay PLAINTIFF and other Class Members
sick leave benefits at the properly accrued rates due to, including but not limited to, DEFENDANTS'

1 failure to incorporate all non-discretionary compensation into the sick pay calculation and failure to
2 base the accrued sick leave on the correct number of hours worked as a result of DEFENDANTS'
3 time-rounding policies and practices, payment according to scheduled hours worked and or other
4 policies and practices requiring off-the-clock work, as described herein.

5 86. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
6 and the Class Members have suffered injury in fact and lost money or property, as described in more
7 detail above. Pursuant to California Business and Professions Code section 17200, et seq.,
8 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
9 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of its
10 unlawful and unfair business practices.

11 87. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
12 Members, enjoining DEFENDANTS and any and all persons acting in concert with it from engaging
13 in each of the unlawful practices and policies set forth herein.

14 **NINTH CAUSE OF ACTION**
15 **Violation of the Private Attorneys General Act of 2004**
16 **(Against All DEFENDANTS)**

17 88. PLAINTIFF incorporates all preceding paragraphs as if full alleged herein.

18 89. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
19 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of the State of
20 California and Aggrieved Employees, regarding violations of the California Labor Code as set forth
21 herein as to all Aggrieved Employees. Said "Aggrieved Employees" include: "all non-exempt
22 workers employed by DEFENDANTS in California at any time from one year and sixty-five days
23 prior to the filing of the initial complaint through the present."

24 90. PLAINTIFF is an "aggrieved employee" as that term is defined under the Labor Code
25 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
26 limitations period and suffered one or more of the Labor Code violations set forth herein.

27 91. PLAINTIFF has standing to bring a PAGA action on behalf of the State and all
28 Aggrieved Employees, as PLAINTIFF was employed by DEFENDANTS and affected by one
or more of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23

1 Cal.App.5th 745, 757, a PAGA plaintiff has authority to seek penalties for all known violations
2 committed by the employer – regardless of whether plaintiff experienced all violations personally.
3 *Id.* at 760-761.

4 92. PLAINTIFF gave timely written notice to DEFENDANTS by certified mail of the
5 violation of various provisions of the California Labor Code as alleged in this Complaint and filed
6 notice of the violations online with the Labor and Workforce Development Agency (“LWDA”).

7 93. The LWDA did not provide notice of its intention to investigate PLAINTIFF's claims
8 on behalf of the State of California and the Aggrieved Employees within the 65-day waiting period.
9 To the extent any of the alleged violations were curable, DEFENDANTS also failed to cure within
10 the time allotted by PAGA.

11 94. As such, PLAINTIFF seeks to recover the PAGA civil penalties through a
12 representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior*
13 *Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

14 95. From one year prior to PLAINTIFF’s filing of the required PAGA notice with the
15 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated the California
16 Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 233, 234, 245-248.5, 432.5, 432.7,
17 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all relevant
18 sections of the applicable Wage Orders, as to PLAINTIFF and Aggrieved Employees employed by
19 DEFENDANTS as non-exempt employees. These violations subject DEFENDANTS to civil
20 penalties as set forth in the foregoing statutes as well as other provisions of the Labor Code,
21 including without limitation, Labor Code sections 203, 210, 225.5, 226, 226.3, 256, 558, 558.1,
22 1174.5, 1197.1 and 2699.

23 96. **Unpaid Minimum and Overtime Wages.** At all times relevant to this Complaint,
24 Labor Code section 1194 was in full force and effect and required that DEFENDANTS’ employees
25 in California be paid for all hours worked, up to forty per week or eight per day, at a regular time
26 rate no less than the mandated minimum wage.

27 97. Effective January 1, 2018, the California minimum wage rate for employers with 26
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1 employees increased to \$11.00 per hour. On January 1, 2019, this rate was increased to \$12.00 per
2 hour. On January 1, 2020, this rate was increased again to \$13.00 per hour. On January 1, 2021, this
3 rate was increased again to \$14.00 per hour and to \$15.00 per hour, effective January 1, 2022.

4 98. “Employer” means “any person who directly or indirectly, or through an agent or
5 any other person, employs or exercises control over the wages, hours, or working conditions of any
6 person.” Cal. Lab. Code section 1182.12(b)(3).

7 99. At all times relevant to this complaint, DEFENDANTS, and each of them, qualified
8 as an employer who employed 26 or more employees.

9 100. Pursuant to Cal. Labor Code section 510 and all applicable IWC Wage Orders,
10 section 3, employees in California must be paid overtime, equal to one and a half (1.5) times the
11 employee’s regular rate of pay, for all hours worked in excess of forty (40) per week or eight (8) per
12 workday and must be paid double the regular hourly rate of pay for each hour worked beyond twelve
13 (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
14 consecutive day of work in a work week, unless they are exempt.

15 101. PLAINTIFF and all Aggrieved Employees were non-exempt employees who
16 regularly worked time for which they were not compensated, resulting in unpaid minimum wages
17 as well as unpaid overtime wages for those Aggrieved Employees who worked more than forty (40)
18 hours per week or more than eight (8) hours in a workday or seven (7) consecutive days in a
19 workweek. Aggrieved Employees who worked more than twelve hours in a workday or more than
20 eight (8) hours on the seventh consecutive day of work in a workweek were also denied “double
21 time” wages due to, including but not limited to, DEFENDANTS’ failure to relieve Aggrieved
22 Employees of all duties during any unpaid meal periods, rounded time entries and payment of wages
23 according to scheduled hours worked rather than actual time worked and other policies and practices
24 mandating off-the-clock work as described herein.

25 102. PLAINTIFF and other Aggrieved Employees were not paid for all hours worked
26 because of DEFENDANTS’ failure to relieve Aggrieved Employees of all duties during unpaid
27 meal periods, payment of wages based on scheduled hours and not actual hours worked, and/or
28 rounded time entries and other policies and practices mandating off-the-clock work as described

1 herein. Based on information and belief, DEFENDANTS had and continue to have a continuous
2 policy of rounding Aggrieved Employees time punches, including but not limited to, shift start and
3 end time punches. On information and belief, this policy favored DEFENDANTS more often than
4 not, resulting in significant uncompensated time worked by Aggrieved Employees. Based on
5 information and belief, DEFENDANTS had and continue to have a continuous policy of paying
6 Aggrieved Employees for scheduled hours, rather than the time actually reflected on Aggrieved
7 Employees' time records/actual time worked. This regular performance of off-the-clock work
8 resulted in the underpayment of minimum wages owed to Aggrieved Employees, the underpayment
9 of overtime wages for those Aggrieved Employees who worked more than eight (8) hours per
10 workday or more than forty per week, the underpayment of "double time" wages for those
11 Aggrieved Employees who worked more than twelve (12) hours per workday or more than eight (8)
12 hours on the seventh consecutive day of work, as well as record-keeping violations.

13 103. Based on information and belief, DEFENDANTS further violated California's
14 overtime wage laws by, including but not limited to, failing to incorporate all non-discretionary
15 compensation, including but not limited to, non-discretionary bonus compensation and or multiple
16 regular rates of pay earned during a pay period, into the regular pay rate used to calculate the
17 overtime rate of pay. Failing to include non-discretionary compensation and or properly blend
18 multiple regular pay rates into the regular pay rate used to calculate the owed overtime rate resulted
19 in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime wages
20 owed to Aggrieved Employees.

21 104. **Meal Breaks.** Under Labor Code sections 226.7, 512, and the applicable IWC Wage
22 Orders, DEFENDANTS were required to provide PLAINTIFF and the Aggrieved Employees with
23 one thirty (30) minute meal break free from all duties for all shifts greater than five (5) but less than
24 ten (10) hours in length, and a second thirty (30) minute meal break free from all duties for all shifts
25 of ten (10) hours or more. The first meal period must be provided before the end of the fifth hour of
26 work and the second meal period before the end of the tenth hour of work. Employers covered by
27 the Wage Orders have an obligation to both (a) relieve their employees for at least one meal period
28 for shifts over five hours, and (b) to record having done so. If the employer fails to properly record

1 a compliant meal period, it is presumed no meal period was provided. PLAINTIFF and other
2 Aggrieved Employees were not provided timely, off-duty, uninterrupted thirty-minute meal periods.
3 PLAINTIFF and other Aggrieved Employees consistently worked shifts of five and one half (5 ½)
4 hours or more. PLAINTIFF and other Aggrieved Employees would not receive a single thirty-
5 minute meal break. DEFENDANTS did not provide PLAINTIFF and other Aggrieved Employees
6 with proper meal breaks. After five (5) hours of work, PLAINTIFF and other Aggrieved Employees
7 would be required to work through their meal periods. Moreover, PLAINTIFF and other Aggrieved
8 Employees consistently worked shifts of more than ten hours without being provided an
9 uninterrupted, off-duty, thirty-minute meal period before the end of the tenth hour of work. Despite
10 not providing PLAINTIFF and other Aggrieved Employees with the first and second meal breaks
11 to which they were legally entitled, DEFENDANTS did not pay any premiums for these missed
12 meal breaks in violation of California law or failed to pay the proper meal period premium for failure
13 to incorporate all non-discretionary compensation, including but not limited to, non-discretionary
14 bonus pay into the regular rate for purposes of calculating the owed meal period premium.

15 **105. Rest Breaks.** PLAINTIFF and other Aggrieved Employees did not receive
16 compliant, net, ten (10)-minute rest periods for every four (4) hours worked (or major fraction
17 thereof), as required by Labor Code 226.7 and the applicable IWC Wage Orders. PLAINTIFF and
18 other Aggrieved Employees regularly worked more than three-and-one-half (3½) hours without
19 being authorized or permitted to take a paid, net, ten (10) minute rest period. DEFENDANTS
20 required PLAINTIFF and other Aggrieved Employees to continuously work without authorizing or
21 providing paid rest periods. Any purported rest periods were interrupted, cut short, on duty, and or
22 late due to the nature and constraints of the Aggrieved Employees' job duties and or commentary
23 from DEFENDANTS pressuring the Aggrieved Employees to skip rest breaks completely/take non-
24 compliant rest breaks. PLAINTIFF and other Aggrieved Employees were unable to avail themselves
25 of their rest breaks for various reasons, including but not limited to, pressure to attend to work tasks
26 immediately/monitor machinery and/or the line and complete their work duties according to a
27 schedule designated by DEFENDANTS that prohibited the taking of compliant rest periods. Rest
28 periods were only taken once jobs were completed/if time permitted. DEFENDANTS implemented

1 policies and practices that failed to relieve Aggrieved Employees of all duties and employer control
2 during rest periods. Per DEFENDANTS' uniform policy and practice, DEFENDANTS required
3 Aggrieved Employees to remain tethered to their worksites and work communication devices during
4 any rest periods, rendering any purported rest periods on duty or otherwise noncompliant with
5 California law. See *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257. DEFENDANTS
6 did not have a compliant rest period policy in place regarding the taking, proper timing, or duty-free
7 nature of rest periods. PLAINTIFF and other Aggrieved Employees were never paid a rest period
8 premium at their respective regular rates of pay for each day an owed rest period was not provided.

9 106. **Inaccurate Wage Statements.** California Labor Code section 226 and the applicable
10 IWC Wage Order provides that, at the time of each payment of wages, the employer must provide
11 each employee with an itemized statement showing, inter alia, gross wages earned, total hours
12 worked, all deductions taken, net wages earned, the inclusive dates for which the employee is being
13 paid, the employee's name and last four digits of their social security number, the name and address
14 of the legal entity that it is the employer, and all applicable hourly rates in effect during the pay
15 period and all hours worked at each rate.

16 107. DEFENDANTS knew or had reason to know Aggrieved Employees were working
17 during any unpaid meal periods, prior to clocking in/after clocking out/ otherwise working off-the-
18 clock and not being paid for all hours worked. DEFENDANTS knowingly and intentionally failed
19 to provide PLAINTIFF and the Aggrieved Employees with accurate, itemized wage statements as
20 the wage statements provided by DEFENDANTS do not accurately reflect, inter alia, the correct
21 total hours worked. Due to, including but not limited to, DEFENDANTS' time-rounding and auto-
22 deduction policies and practices, payment according to scheduled hours rather than actual hours
23 worked, and other mandated off-the-clock work policies and practices described herein,
24 DEFENDANTS' wage statements fail to reflect the true total hours worked by PLAINTIFF and the
25 Aggrieved Employees worked, as required under Labor Code section 226.

26 108. **Record Keeping.** California Labor Code sections 226 and 1174 require employers
27 to keep "accurate and complete" payroll records showing, among other things, the hours worked
28 daily by all non-exempt employees. Section 7 of all applicable IWC Wage Orders similarly requires

1 employers to keep time records showing, inter alia, when the employees begin and end each work
2 period and reflecting the true start and end times during which all owed meal periods are provided
3 each day. At all relevant times, DEFENDANTS have failed, and continues to fail, to keep the
4 required time records, as DEFENDANTS have failed to record the true start and end times of
5 PLAINTIFF's and the Aggrieved Employees' workdays and failed to record employee meal periods.
6 DEFENDANTS' failure to keep "accurate and complete" payroll records for PLAINTIFF and the
7 Aggrieved Employees violates Labor Code sections 1174, 1198-99, and Section 7 of all applicable
8 IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under the Labor
9 Code, including without limitation sections 1174.5 and 2699. Each violation of each Labor Code
10 section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.

11 109. **Untimely Wages at Termination.** Labor Code section 201 requires employers to
12 pay all wages earned and unpaid at the time of discharge, immediately upon discharge, and Labor
13 Code section 202 extends those provisions to employees who resign. For all Aggrieved Employees
14 no longer employed by DEFENDANTS, DEFENDANTS have an ongoing failure to pay such
15 aggrieved employees all wages earned and unpaid at the time of discharge or resignation, due to
16 DEFENDANTS' failure to pay, inter alia, all owed minimum wages, overtime wages, sick leave
17 wages, vacation pay and all paid time off at the properly accrued rates. These violations subject
18 DEFENDANTS to civil penalties under the Labor Code, including without limitation Labor Code
19 sections 203, 256 and 2699. Each violation results in a separate civil penalty, for each Aggrieved
20 Employee for each pay period during which the statutory provisions were violated.

21 110. **Refusal to Pay Wages Due.** Labor Code section 216 declares unlawful an
22 employer's refusal to pay wages due and payable and/or an employer's denial of the validity of any
23 claim to wages due. DEFENDANTS have violated this section by, inter-alia, failing to pay
24 PLAINTIFF and the Aggrieved Employees for all hours worked at the proper wage rate and by
25 failing to pay PLAINTIFF and the Aggrieved Employees an additional hour of premium wages for
26 each meal or rest period not provided/that was invalid. These violations subject DEFENDANTS to
27 civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for
28 each aggrieved employee, for each pay period during which the statute provisions were violated.

1 **111. Statutory Wage Violations.** California Labor Code section 223 makes it unlawful
2 for an employer to secretly pay wages lower than required by statute while purporting to pay legal
3 wages. As described above, DEFENDANTS willfully and systematically denied the Aggrieved
4 Employees minimum and overtime wage compensation for all hours worked which resulted in the
5 payment of less than statutorily required wages to them. DEFENDANTS acted with the intent to
6 deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages,
7 to which they were entitled to under California law.

8 **112. Standard Conditions of Labor Violations:** Together, Labor Code sections 1198
9 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by
10 the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4,
11 Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the
12 commission. Therefore, DEFENDANTS' violations with respect to, including but not limited to,
13 meal periods, rest periods, recordkeeping provisions, unreimbursed business expenses, minimum
14 wages and overtime wages result in separate violations of sections 1198 and 1199, which subject
15 EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

16 **113. Unreimbursed Business Expenses.** Based on information and belief,
17 DEFENDANTS regularly failed to reimburse and indemnify Aggrieved Employees for business
18 expenses, including but not limited to, costs associated with being required to use their personal cell
19 phones/other mobile devices for work, costs associated with the purchase and/or maintenance of
20 uniforms/personal protective equipment/tools they required for their jobs, and costs incurred in
21 fulfilling DEFENDANTS' Covid-testing requirements, including, but not limited to, costs of tests
22 and/or travel expenses incurred traveling to/from Covid-testing sites, including but not limited to,
23 vehicle-related expenses, such as, mileage, gas, and vehicle wear and tear. Pursuant to Labor Code
24 section 2802, Aggrieved Employees were entitled to be reimbursed for all reasonable expenses
25 associated with carrying out their job duties. Aggrieved Employees were improperly required to pay
26 for business expenses that are supposed to be the responsibility of the employer, including but not
27 limited to, cell phone/data plan charges stemming from being required to use their personal
28 cellphones/other mobile devices to communicate with management; for example, PLAINTIFF's

1 supervisor regularly sent text messages to PLAINTIFF's personal cell phone inquiring about,
2 including but not limited to, the status of work orders. Among other things, under California law,
3 when employees must use their personal cellphones for work-related purposes, the employer must
4 reimburse them for a reasonable percentage of their cell phone bills. See *Cochran v. Schwan's Home*
5 *Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to
6 show that he or she was required to use their personal cellphone for work-related purposes and not
7 reimbursed for the use. *Id.* 1144-1145. Moreover, based on information and belief, DEFENDANTS
8 required Aggrieved Employees to undergo Covid-related testing without reimbursing Aggrieved
9 Employees for the costs associated with DEFENDANTS' testing requirements, including but not
10 limited to, costs of the testing and/or travel/vehicle-related expenses incurred in traveling to/from
11 the testing site(s). Based on information and belief, DEFENDANTS failed to reimburse Aggrieved
12 Employees for costs associated with having to purchase and or maintain uniforms, personal
13 equipment, and or work tools. For example, PLAINTIFF regularly incurred costs associated with
14 the maintenance of the high visibility safety shirts and or vests he was required to wear for work
15 without any reimbursement from DEFENDANTS for the costs incurred in connection therewith. As
16 a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify Aggrieved
17 Employees for business expenses. Pursuant to California Labor Code section 2802, Aggrieved
18 Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out
19 orders by their employer and/or carrying out the duties assigned by their employer. DEFENDANTS'
20 failure to provide Aggrieved Employees with full reimbursement for all reasonable expenses
21 associated with carrying out their duties required that Aggrieved Employees subsidize and/or carry
22 the burden of business expenses in violation of Labor Code section 2802.

23 114. **Background Check Violations/Unlawful Agreements:** In addition to the above
24 requirements, the California Labor Code places certain procedural and substantive limits on
25 employers' ability to conduct employee background checks and on how employers can use the
26 information they obtain through these background checks. Upon information and belief,
27 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to submit or agree to submit
28 to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding

1 employment in violation of Labor Code sections 1024.5, 432.7, and/or 432.5. Based on information
2 and belief, DEFENDANTS also required PLAINTIFF and other Aggrieved Employees to agree in
3 writing to unlawful background checks not in conformance with the requirements of the
4 Investigative Consumer Reporting Agencies Act, Civil Code sections 1786, et seq. ("ICRAA"), and
5 the Fair Credit Reporting Act, 15 U.S.C. sections 1681, et seq. ("FCRA"), and thus required
6 Aggrieved Employees to agree (in writing) to an unlawful background check as a condition of
7 employment, in violation of Labor Code section 432.5. Based on information and belief,
8 DEFENDANTS required PLAINTIFF and other Aggrieved Employees to agree in writing to a
9 background check which failed to abide by the requirements set forth in CA Civil Code section
10 1786, et seq. and 15 U.S.C. section 1681, et seq., by including but not limited to, failing to provide
11 a clear and conspicuous disclosure, failing to provide disclosures free of extraneous information
12 (including but not limited to, information that is solely relevant to applicants from different states),
13 failing to provide a lawful purpose for the background check, failing to provide a summary of rights
14 under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request
15 a copy of the report, and failing to properly obtain authorization or consent to such a background
16 check, and thus was an unlawful background check. Based on information and belief,
17 DEFENDANTS also required PLAINTIFF and other Aggrieved Employees to agree in writing to
18 provide ongoing consent to DEFENDANTS to conduct background checks throughout the duration
19 of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in
20 a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to
21 an unlawful provision as a condition of employment. Upon information and belief, DEFENDANTS,
22 in violation of California law, including but not limited to, Labor Code section 432.7 and California's
23 Fair Chance Act, asked about arrests not resulting in convictions on its employment application,
24 asked about convictions prior to extending an offer of employment to Aggrieved Employees and/or
25 otherwise impermissibly inquired into criminal history on its employment application in violation
26 of California law. By asking about arrests not resulting in convictions, DEFENDANTS violated
27 Labor Code 432.7. By asking about convictions at the application phase or prior to extending an
28 employment offer, DEFENDANTS violated California's Fair Chance Act, and thereby violated

1 Labor Code 432.5 by unlawfully requiring the Aggrieved Employees to agree in writing to disclose
2 arrests or convictions as a condition of employment. These violations subject DEFENDANTS to
3 civil penalties under the Labor Code, including without limitation Labor Code sections 432.5, 432.7
4 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved
5 employee, results in a separate civil penalty.

6 **115. Sick Leave Violations:** DEFENDANTS violated California's paid sick leave laws
7 including, Labor Code sections 245-248.5; DEFENDANTS failed to provide proper sick leave to
8 Aggrieved Employees, due to, including but not limited to, DEFENDANTS' failure to account for
9 the actual hours worked by virtue of DEFENDANTS' failure to relieve Aggrieved Employees of all
10 duties and employer control during any unpaid meal periods, mandated pre-shift/post-shift off-the-
11 clock work, payment according to scheduled hours rather than actual time worked and time-
12 rounding policies and practices, as described herein, and or DEFENDANTS' failure to incorporate
13 all forms of non-discretionary remuneration, including but not limited to, non-discretionary bonuses,
14 multiple regular pay rates, into the sick pay calculation. DEFENDANTS further failed to put the
15 Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their entitlement
16 to sick leave in a Labor Code section 2810.5 notice. DEFENDANTS failed to maintain accurate
17 records documenting the hours worked and paid sick days accrued and used by the Aggrieved
18 Employees, in violation of Labor Code section 247.5. DEFENDANTS failed to provide notice of
19 the accrued sick leave amount or balance left for the Aggrieved Employees by failing to provide
20 Aggrieved Employees with a wage statement or separate writing showing the balance of accrued or
21 available sick leave, or paid time off leave provided in lieu of sick leave, on their designated pay
22 dates with the their payment of wages, as required under Labor Code section 246, and thus affected
23 Aggrieved Employees' intelligent exercise of their paid sick leave. But for this failure, Aggrieved
24 Employees who are no longer employed with DEFENDANTS would have used their paid sick leave
25 at least prior to their respective separations, or on several occasions after receiving notice of the
26 available sick leave.

27 **116.** Under the provisions of PAGA and the following Labor Code sections, 201-203, 204,
28

1 216, 221-223, 226, 226.7, 233, 234, 245-248.5, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174,
2 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all relevant sections of the applicable Wage
3 Orders, as well as all interpretations of these laws by California Courts and administrative bodies,
4 as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for all
5 statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California
6 Labor Code provisions listed herein, or for default PAGA penalties under Labor Code section
7 2699(f) for any violation of a Labor Code section without a specified civil penalty. Pursuant to Labor
8 Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover
9 civil penalties, costs, plus reasonable attorney's fees and costs, all in an amount to be proved.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF prays for relief and judgment on behalf of himself, the Class
12 Members, the Aggrieved Employees and the State of California, as follows:

- 13 1. Certification of the above-described Class as a class action, pursuant to Code of Civil
14 Procedure section 382;
- 15 2. Certification of the above-described Class as a representative class under Business and
16 Professions Code section 17200, et seq.;
- 17 3. Provision of Class Notice to all non-exempt employees who worked for
18 DEFENDANTS in California during the Class Period;
- 19 4. A declaratory judgment that DEFENDANTS have knowingly and intentionally
20 violated the Business and Professions Code sections 17200-17208, by the conduct set
21 forth above;
- 22 5. A declaratory judgment that DEFENDANTS' violations as described above were
23 willful;
- 24 6. An equitable accounting to identify, locate, and restore to all Class Members the wages
25 that are due;
- 26 7. An award to PLAINTIFF and the Class Members of damages in the amount of unpaid
27 minimum wages and overtime wages, including interest thereon, subject to proof at
28 trial;

- 1 8. An award to PLAINTIFF and the Class Members of damages in the amount of unpaid
2 meal and rest period premiums, pursuant to Labor Code section 226.7;
- 3 9. An award to PLAINTIFF and the Class Members of statutory penalties because of
4 DEFENDANTS' failure to provide PLAINTIFF and the Class Members with itemized
5 wage statements that comply with the requirements of Labor Code section 226;
- 6 10. An award of payments due to them as waiting time penalties as to those Class
7 Members who are no longer employed by DEFENDANTS, pursuant to Labor Code
8 section 203;
- 9 11. An award of damages to PLAINTIFF and the Class Members for DEFENDANTS'
10 failure to reimburse business expenses pursuant to Labor Code section 2802;
- 11 12. An award to PLAINTIFF and the Class Members of reasonable attorneys' fees and
12 costs, pursuant to Code of Civil Procedure section 1021.5 and Labor Code sections
13 203, 218.5, 226, 512, 1194, and/or other applicable law;
- 14 13. For civil penalties according to proof, including PAGA penalties;
- 15 14. An award to PLAINTIFF and the Class Members and the Aggrieved Employees of
16 such other and further relief as this Court deems just and proper.

17 Dated: January 21, 2022

CROSNER LEGAL, PC

18
19 By: 

20 Michael R. Crosner, Esq.
21 Zachary M. Crosner, Esq.
22 Blake R. Jones, Esq.
23 Attorneys for Plaintiff,
24 RENE VILLAGOMEZ
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DEMAND FOR JURY TRIAL

PLAINTIFF demands a trial by jury on all claims so triable.

Dated: January 21, 2022

CROSNER LEGAL, PC

By: _____

Michael R. Crosner, Esq.
Zachary M. Crosner, Esq.
Blake R. Jones, Esq.
Attorneys for Plaintiff,
RENE VILLAGOMEZ