

Raymond P. Boucher, State Bar No. 115364
ray@boucher.la

Shehnaz M. Bhujwala, State Bar No. 223484
bhujwala@boucher.la

Alexander Gamez, State Bar No. 309708
gamez@boucher.la

BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, California 91367-4903
Tel: (818) 340-5400
Fax: (818) 340-5401

Garen Majarian, State Bar No. 334104
garen@majarianlawgroup.com

MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.

Tarzana, CA 91356
Tel: (818) 263-7343

Fax: (818) 609-0892

Attorneys for Plaintiff Ricardo Perez Ruelas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

RICARDO PEREZ RUELAS, Individually,
and On Behalf of All Others Similarly Situated

Plaintiff,

v.

GOLDEN STATE LUMBER, INC., a
California Corporation; and DOES 1 through
100, Inclusive,

Defendants.

Case No. SCV-270593

CLASS ACTION

COMPLAINT FOR:

1. Failure To Pay For All Hours Worked [Lab. Code §§ 1194, 1197, 1198, And 1199];
2. Failure To Pay Overtime Compensation [Lab. Code § 510];
3. Failure To Provide Meal Periods [Lab. Code §§ 226.7 and 512];
4. Failure To Authorize And Permit Rest Periods [Lab. Code § 226.7];
5. Failure To Furnish Complete And Accurate Wage Statements [Lab. Code § 226(a)];
6. Failure To Timely Pay Wages Upon Termination Or Resignation [Lab. Code §§ 201, 202, And 203];
7. Failure To Reimburse Business Expenses [Lab. Code § 2802];
8. Unfair Business Practices [Bus. & Prof. Code §§ 17200, *Et Seq.*]; And
9. Violation Of PAGA [Lab. Code §§ 2698 *Et Seq.*].

DEMAND FOR JURY TRIAL

Plaintiff RICARDO FRANCISCO PEREZ RUELAS (“Plaintiff”), an individual, on behalf of himself and all others similarly situated and aggrieved employees, hereby alleges the following facts and claims against GOLDEN STATE LUMBER, INC. (“GSL”) and DOES 1 through 100, inclusive (“Defendants”), and respectfully requests a trial by jury of all issues and causes of action so triable:

I. INTRODUCTION

1. This class action and representative action complaint challenges Defendants’ past and ongoing unlawful employment practices and policies on behalf of Plaintiff and similarly situated current and former non-exempt employees of Defendants in California, whose rights Defendants violated and continue to violate under California laws. Plaintiff has also submitted notice to the California Labor and Workforce Development Agency (“LWDA”) on December 23, 2021, identifying Defendants’ alleged violations of California’s Labor Code together with facts and theories supporting the alleged violation, pursuant to Labor Code 2699.3; the LWDA did not respond with advisement of its intent to investigate the alleged violations within the requisite time. Plaintiff thus hereby also alleges a representative action claim pursuant to the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) on behalf of the LWDA for Defendants’ aggrieved employees.

2. Specifically, with regard to Plaintiff and similarly situated current and former non-exempt employees, Defendants have uniformly and systematically:

- a. Failed to pay all wages owed in violation of Labor Code sections 1194 and 1197 and Section 4 of the IWC Wage Order(s);
- b. Failed and continue to fail to pay all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week in violation of Labor Code section 510 and Section 3 of the applicable IWC Wage Order(s);
- c. Failed and continue to fail to provide meal periods in violation of Labor Code sections 226.7 and 512 and Section 11 of the IWC Wage Order(s);

- d. Failed and continue to fail to authorize and permit all paid rest periods in violation of Labor Code section 226.7 and Section 12 of the IWC Wage Order(s);
- e. Failed and continue to fail to furnish complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a) and Section 7 of the IWC Wage Order(s);
- f. Failed and continue to fail to reimburse business expenses in violation of Labor Code section 2802;
- g. With regard to former non-exempt employees only, willfully failed and continue to fail to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201 and 202, in violation of Labor Code section 203; and
- h. Committed and continue to commit unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*

3. The acts complained of herein occurred, occur, and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter, although this should not automatically be considered the statute of limitations for any cause of action herein.

4. Plaintiff also bring this representative action against Defendants for civil penalties pursuant to PAGA, Labor Code section 2698, *et seq.*, resulting from Defendants' wage and hour violations under the California Labor Code and the IWC Wage Orders. PAGA permits an aggrieved employee to bring a lawsuit on behalf of herself and other current and former non-exempt employees ("aggrieved employees") to recover civil penalties for an employer's violation of the California Labor Code.

5. As a result of the foregoing, Plaintiff seeks monetary damages, civil penalties, injunctive relief, restitution, reasonable attorneys' fees, costs, and interest.

///

///

II. PARTIES

6. Plaintiff RICARDO FRANCISCO PEREZ RUELAS is an individual over the age of eighteen (18), and is now and/or at all times mentioned in this Complaint a California citizen residing in Stanislaus County, California. From approximately June of 2021 to December of 2021, Plaintiff worked for Defendants as an hourly paid, non-exempt load builder at Defendants' facilities located at 3033 South Airport Way in Stockton, California. At all times herein, Plaintiff was and is an "employee" as that term is used in the Labor Code and IWC Wage Orders regulating wages, hours, and working conditions.

7. Plaintiff seeks the recovery alleged herein from Defendants because, at all times while working for Defendants in his capacity as a non-exempt employee, Defendants:

- a. Failed to pay all wages owed in violation of Labor Code sections 1194 and 1197 and Section 4 of the IWC Wage Order(s);
- b. Failed to pay all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week in violation of Labor Code section 510 and Section 3 of the IWC Wage Order(s);
- c. Failed to provide meal periods in violation of Labor Code sections 226.7 and 512 and Section 11 of the IWC Wage Order(s);
- d. Failed to authorize and permit all paid rest periods in violation of Labor Code sections 226.7 and Section 12 of the IWC Wage Order(s);
- e. Failed to furnish complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a), and Section 7 of the IWC Wage Order(s);
- f. Violated Labor Code section 203 by willfully failing to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201 and 202; and
- g. Conducted unfair business practices in violation of Business & Professions Code section 17200, *et seq.*

8. Defendant GOLDEN STATE LUMBER ("GSL") is a California corporation

1 headquartered in Petaluma, California, and is registered with the California Secretary of State to
2 do business within California. GSL, at all relevant times herein, has conducted business within
3 California, and is the owner and operator of an industry, business, and/or facility licensed to do
4 business which sells commercial and residential construction. On information and belief, GSL'S
5 principle place of business is, as listed on the California Secretary of State's website, 855
6 Lakeville Street, Suite 200, Petaluma, CA 94952, within Sonoma County. Defendant GSL is an
7 "employer" as that term is used in the Labor Code and IWC Wage Orders.

8 9. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
9 information and belief now, and/or at all times mentioned in this Complaint, licensed to do
10 business and/or are actually doing business in California, including Sonoma County, and each of
11 the fictitiously named Defendants is responsible for the conduct alleged in this Complaint.
12 Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of
13 DOES 1 through 100, inclusive, and for that reason, DOES 1 through 100, inclusive, are sued
14 under such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will seek
15 leave of court to amend this Complaint to allege such names and capacities as soon as they are
16 ascertained.

17 10. Defendants, and each of them, are now, and/or at all times mentioned in this
18 Complaint, in some manner legally responsible for the events, happenings, and circumstances alleged
19 in this Complaint.

20 11. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
21 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

22 12. Defendants, and each of them, are now, and/or at all times mentioned herein, were
23 the agents, servants, and/or employees of some or all other Defendants, or vice-versa, and in doing
24 the things alleged in this Complaint, Defendants are now, and/or at all times mentioned in this
25 Complaint, were acting within the course and scope of that agency, servitude, and/or employment.

26 13. Defendants, and each of them, are now, and/or at all times mentioned in this
27 Complaint, were members of and/or engaged in a joint venture, partnership, and common
28 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,

1 partnership and common enterprise.

2 14. Defendants, and each of them, at all times mentioned in this Complaint, concurred
3 and contributed to the various acts and omissions of each and every one of the other Defendants in
4 proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

5 15. Defendants, and each of them, at all times mentioned in this Complaint, approved
6 of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions alleged in
7 this Complaint.

8 16. Defendants, and each of them, at all times mentioned in this Complaint, aided and
9 abetted the acts and omissions of each and every one of the other Defendants, thereby proximately
10 causing the damages alleged in this Complaint.

11 **III. JURISDICTION AND VENUE**

12 17. The California Superior Court has jurisdiction in this matter pursuant to California
13 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
14 causes except those given by statute to other trial courts.” The statutes under which this action is
15 brought do not specify any other specific basis for jurisdiction.

16 18. The California Superior Court also has jurisdiction in this matter because both the
17 individual and aggregate monetary damages and restitution sought herein exceed the minimal
18 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19 19. The California Superior Court also has jurisdiction over Defendants because they are
20 corporations, and/or entities, and/or persons with sufficient minimum contacts in California, are
21 citizens of California, or otherwise intentionally availed themselves of the California market so as to
22 render the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice.

24 20. Venue is proper in the Superior Court of California, County of Sonoma, pursuant to
25 Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5, in that liability
26 arose there because at least some of the acts and omissions that are the subject matter of this
27 Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts
28 business, exists, and/or has an agent therein.

IV. GENERAL ALLEGATIONS

21. Plaintiff, the class members, and aggrieved employees are current and former non-exempt, hourly paid employees of Defendants and thus, have performed work for Defendants, and/or on Defendants' behalf, in the State of California.

22. Plaintiff alleges that Defendants adopted and maintained uniform policies, practices, and procedures governing the working conditions of, and payment of wages to, Plaintiff, the class members, and aggrieved employees. As alleged below, Defendants' uniform policies, practices, and procedures violated California's labor laws and constituted unfair, fraudulent, or illegal business practices under Business & Professions Code section 17200 *et seq.*

23. During the relevant statutory period, Defendants failed to pay their non-exempt hourly employees all wages including all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week due to their policy of requiring them to undergo temperature checks while off the clock.

24. During the relevant statutory period, Defendants failed to pay their non-exempt hourly employees all wages including all overtime compensation owed for time worked in excess of either eight hours in one work day or forty hours in one work week due to their policy and practice of failing to compensate them all overtime compensation based upon the appropriate regular rate of pay by not taking into account all remuneration paid, including non-discretionary performance bonuses earned.

25. During the relevant statutory period, Defendants failed to provide pay their non-exempt hourly employees with their paychecks prior to payday for the next regular payroll period.

26. During the relevant statutory period, Defendants failed to reimburse business expenses to their non-exempt hourly employees as a result of its policy and practice of requiring their non-exempt employees purchase and maintain their own face masks, and were not reimbursed for the costs incurred.

27. During the relevant statutory period, Defendants failed to provide their non-exempt hourly employees with a meal period within five (5) hours of commencing work and a second meal period within ten (10) hours of commencing work, as required by California law and failed

1 to pay meal period premiums for the noncompliant meal periods. For example, Plaintiff worked
2 shifts of over ten hours without being provided a second meal period or paid a meal period
3 premium for the missed meal periods.

4 28. During the relevant statutory period, Defendants failed to relinquish control over
5 their non-exempt employees to provide them with legally-compliant ten (10) minute off-duty rest
6 periods for every four (4) hours of work or major fraction thereof, as required by California law,
7 and failed to pay rest period premiums for the noncompliant rest periods. Defendants' hourly non-
8 exempt employees typically worked and work eight hours per day, and Defendants' policies and
9 practices routinely prevented and prevent them from taking the off-duty ten minute rest periods
10 they are entitled to by making non-exempt employees either miss their rest periods altogether,
11 work through their rest periods, take untimely rest periods, or take shortened rest periods. For
12 example, Plaintiff was regularly not authorized or permitted to take a third rest period during shifts
13 where he worked over ten (10) hours.

14 29. During the relevant statutory period, Defendants non-exempt employees accrued
15 sick time throughout their employment, but Defendants failed to properly compensate them for all
16 vested sick time earned at the correct accrual rates in accordance with their employment contracts
17 and/or Defendants' policies when they sought sick leave, including COVID-19 supplemental sick
18 pay.

19 30. During the relevant statutory period, Defendants furnished wage statements to
20 provide non-exempt hourly employees that were noncompliant by reason that they failed to show
21 the correct beginning and end dates. Additionally, as a result of the alleged violations discussed
22 above, Defendants furnished wage statements that failed to correctly show, among other items: (1)
23 gross wages earned, (2) all deductions, and (3) net wages earned.

24 31. During the relevant statutory period, Defendants failed to pay their former non-
25 exempt hourly employees all wages owed at the time of separation of employment.

26 32. Plaintiff is informed and believes, and based thereon alleges, that each and every
27 one of the acts and omissions alleged herein was performed by, and/or attributable to, Defendants
28 GSL and/or DOES 1-100 acting as agents, and/or employees, and/or under the direction and

1 control of Defendants, and that said acts and failure to act were within the course and scope of said
2 agency, employment, and/or direction and control, and were committed willfully.

3 33. As a direct and proximate result of Defendants' unlawful actions, Plaintiff, the
4 class members, and aggrieved employees have suffered and continue to suffer from loss of
5 earnings and penalties in amounts as yet to be ascertained, but subject to proof at trial in amounts
6 in excess of the minimum jurisdiction of this Court.

7 **V. CLASS ACTION ALLEGATIONS**

8 34. Plaintiff brings this class action complaint against Defendants, individually, and on
9 behalf of all others similarly situated pursuant to Code of Civil Procedure section 382. This action
10 may be brought and properly maintained as a class action because as set forth herein, Plaintiff
11 satisfy the numerosity, adequacy, typicality, and commonality pre-requisites for suing as
12 representative parties pursuant to Code of Civil Procedure section 382.

13 35. Description of the Classes: The classes Plaintiff will seek to certify are currently
14 composed of and defined as follows:

- 15 a. All persons employed by Defendants as hourly non-exempt employees in the
16 state of California who, at any time from April 13, 2018 through the conclusion
17 of this action, were subject to Defendants' policies and practices regarding
18 undergoing temperature checks (hereinafter, the "Temperature Check Class");
- 19 b. All persons employed by Defendants as hourly non-exempt employees in the
20 state of California who, at any time from April 13, 2018 through the conclusion
21 of this action, were subject to Defendants' policies and practices regarding the
22 payment of bonuses (hereinafter, the "Bonus Class");
- 23 c. All persons employed by Defendants as hourly non-exempt employees in the
24 state of California who, at any time from April 13, 2018 through the conclusion
25 of this action, were subject to Defendants' policies and practices regarding the
26 reimbursement of business expenses (hereinafter, the "Business Expense
27 Reimbursement Class");
- 28 d. All persons employed by Defendants as hourly non-exempt employees in the

state of California who, at any time from April 13, 2018 through the conclusion of this action, were subject to Defendants’ policies and practices regarding meal periods (hereinafter, the “Meal Period Class”);

e. All persons employed by Defendants as hourly non-exempt employees in the state of California who, at any time from April 13, 2018 through the conclusion of this action, were subject to Defendants’ policies and practices regarding rest periods (hereinafter, the “Rest Period Class”);

f. All persons employed by Defendants as hourly non-exempt employees in the state of California, who at any time from April 13, 2018 through the conclusion of this action, were subject to Defendants’ policies and practices regarding wage statements (hereinafter, the “Wage Statement Class”);

g. All persons employed by Defendants as hourly non-exempt employees in the state of California who, at any time from April 13, 2019 through the conclusion of this action, were subject to Defendants’ policies and practices regarding final payment of wages (hereinafter, the “Final Pay Class”);

36. Each of the aforementioned classes are referred to collectively herein as “the Classes.”

37. As a consequence of obtaining information and documents through discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class(es) and/or add additional classes and/or subclasses. Plaintiff will formally define and designate a class definition(s) at such time when Plaintiff seeks to certify the Classes alleged herein.

38. Numerosity: The potential number of members of each Class alleged herein is so numerous that joinder of all members is unfeasible and impractical. The exact quantity of members in each Class and the identity of all members is readily ascertainable via inspection of Defendant’s records.

39. Well-defined Community of Interest: Plaintiff also meets the established standards for class certification, as follows:

- a. Typicality: The claims of Plaintiff are typical of the claims of all members of each Class he seeks to represent because all members of each Class sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of each Class were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff is an adequate representative of each Class he seeks to represent and will fairly protect the interests of the members of each Class. Plaintiff has no interest antagonistic to each Class and will vigorously pursue favorable resolution of this suit on behalf of himself and members of each Class via attorneys who are competent, skilled, and experienced in litigating class actions.
- c. Predominant Common Questions of Law and/or Fact: There are common questions of law and/or fact as to each Class that predominate over questions affecting only individual members of each Class, including, without limitation:
 - i) Whether Defendants failed and continue to fail to pay all wages owed due in violation of Labor Code sections 1194 and 1197 and the IWC Wage Order(s);
 - ii) Whether Defendants failed and continue to fail to pay all overtime compensation in violation of Labor Code section 510 and the IWC Wage Order(s);
 - iii) Whether Defendants failed and continue to fail to provide all meal periods in violation of Labor Code sections 226.7 and 512 and the IWC Wage Order(s);
 - iv) Whether Defendants failed and continue to fail to authorize and permit all paid rest periods in violation of Labor Code sections 226.7 and the IWC Wage Order(s);
 - v) Whether Defendants failed and continue to fail to indemnify employees for all business expenses incurred in violation of Labor

Code section 2802;

- vi) Whether Defendants failed and continue to fail to provide complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a);
- vii) With regard to Defendants' former non-exempt employees, whether Defendants have violated Labor Code section 203 by willfully failing to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201, 201.3, 201.5, 202, and 205.5;
- viii) Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code section 17200, *et seq.*;
- ix) Whether members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- x) Whether members of the Classes are entitled to injunctive relief;
- xi) Whether members of the Classes are entitled to restitution; and
- xii) Whether Defendants are liable for attorneys' fees and costs.

40. Superiority: The nature of this action and the nature of the laws available to Plaintiff and members of the Classes is such that a class action is not only superior to other methods, but also particularly efficient and appropriate to afford relief to Plaintiff and members of the Classes for the wrongs alleged herein, as follows:

- a. By allowing a method whereby claims of many individuals can be resolved at the same time, the class action device eliminates the possibility of repetitious litigation, inconsistent rulings, and provides small claimants with the opportunity to redress for claims which would otherwise be too small to justify the filing of individual actions;
- b. This case involves a large corporate Defendant and a large number of individuals with many relatively small claims and common issues of law and

fact;

- c. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendant would necessarily gain an unconscionable advantage because Defendant would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendant's vastly superior financial and legal resources;
- d. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by individual members of the Classes who would be disinclined to pursue an action against Defendant because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and wellbeing;
- e. Proof of a common business practice or factual pattern, of which members of the Classes experienced, is representative of the Classes herein and will establish the right of each member of the Classes to recover on the causes of action alleged herein.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(By Plaintiff, individually, and on behalf of the Temperature Check Class against Defendant GSL and DOES 1 to 100, inclusive)

41. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as fully set forth herein.

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

1 43. Further, pursuant to Labor Code section 1197, payment of less than the minimum
2 wage fixed by the Labor Commission is unlawful.

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

6 45. Pursuant to the IWC Wage Order(s), Defendants are required to pay Plaintiff and
7 members of the Temperature Check Class for all hours worked, meaning the time during which an
8 employee is subject to the control of an employer, including all the time the employee is suffered
9 or permitted to work, whether or not required to do so.

10 46. Defendants, as a matter of established company policy and procedure, consistently
11 administered a uniform company policy and practice as to the temperature check policy regarding
12 Plaintiff and members of the Temperature Check Class in requiring temperature checks while off
13 the clock , Plaintiff and members of the Temperature Check Class subjected to the control of
14 Defendants without compensation each time they underwent a temperature check.

15 47. Because Defendants required Plaintiff and members of the Temperature Check
16 Class to remain under Defendants' control without paying therefore, Plaintiff and members of the
17 Temperature Check Class earned less than the legal minimum wage in the State of California.

18 48. Defendants' pattern, practice, and uniform administration of corporate policy
19 regarding illegal employee compensation as described herein is unlawful and creates an
20 entitlement, pursuant to Labor Code section 218, to recovery by Plaintiff and members of the
21 Temperature Check Class, in a civil action, of the unpaid balance of the full amount of wages
22 owing, calculated at the appropriate rate.

23 49. Further, Defendants' pattern and practice in uniform administration of corporate
24 policy regarding Defendants' failure to pay the legal minimum wage to Plaintiff and members of
25 the Temperature Check Class as described herein is unlawful and creates entitlement, pursuant to
26 Labor Code section 1194(a), to recovery by Plaintiff and members of the Temperature Check
27 Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages
28 owed calculated as the difference between the straight time compensation paid and the applicable

1 minimum wage (and/or the full amount of unpaid overtime compensation, which includes any
2 unpaid straight time and unpaid overtime premium for overtime hours worked), including interest
3 thereon.

4 50. Pursuant to Labor Code section 1194.2, subdivision (a), which provides that in any
5 action under Labor Code section 1194, an employee shall be entitled to recover liquidated
6 damages, Plaintiff, individually, and on behalf of members of the Temperature Check Class, seek
7 recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not
8 including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and
9 interest thereon.

10 51. Pursuant to Labor Code section 218.6, Labor Code section 1194, subdivision (a),
11 and Civil Code section 3287, Plaintiff, individually, and on behalf of members of the Temperature
12 Check Class, seek recovery of pre-judgment interest on all amounts recovered herein.

13 52. Pursuant to Labor Code section 218.5 and/or Labor Code section 1194, Plaintiff,
14 individually, and on behalf of members of the Temperature Check Class, request that the Court
15 award reasonable attorneys' fees and costs incurred in this action.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY ALL OVERTIME COMPENSATION**

18 **(By Plaintiff, individually, and on behalf of the Temperature Check Class and the Bonus**
19 **Class against Defendant GSL and DOES 1 to 100, inclusive)**

20 53. Plaintiff incorporates by reference and realleges each and every one of the
21 allegations contained in the preceding and foregoing paragraphs of this Complaint as fully set
22 forth herein.

23 54. California Labor Code section 510 provides non-exempt employees, including
24 Plaintiff and members of the Temperature Check Class and the Bonus Class, the right to overtime
25 compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8
26 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work,
27 and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12
28 hours in a day or in excess of 8 hours in a day on the seventh day of work.

1 55. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons, such as Plaintiff
3 and members of the Temperature Check Class and the Bonus Class, without compensating them at
4 a rate of pay either one-and-one-half times or twice that person’s regular rate of pay, depending on
5 the number of hours worked by the person on a daily or weekly basis.

6 56. Upon information and belief, as a matter of policy and practice across Defendants’
7 locations in California, Defendants consistently administered a uniform company policy and
8 practice of requiring Plaintiff and members of the Temperature Check Class and Bonus Class to
9 work in excess of 8 hours per day or 40 hours per week.

10 57. Defendants, as a matter of established company policy and procedure, consistently
11 administered a uniform company policy and practice as to the temperature check policy regarding
12 Plaintiff and members of the Temperature Check Class in requiring temperature checks while off
13 the clock, Plaintiff and members of the Temperature Check Class subjected to the control of
14 Defendants without compensation each time they underwent a temperature check.

15 58. Because Defendants required Plaintiff and members of the Temperature Check
16 Class to remain under Defendants’ control without paying, Plaintiff and members of the
17 Temperature Check Class earned less than the legal minimum wage in the State of California.

18 59. Upon information and belief, as a matter of policy and practice across Defendants’
19 locations in California, Defendants failed to pay Plaintiff and members of the Bonus Class all
20 overtime compensation owed for time worked in excess of either eight hours in one work day or
21 forty hours in one work week due to their policy of due to its policy and practice of failing to
22 compensate them all overtime compensation based upon the appropriate regular rate of pay by not
23 taking into account all remuneration paid, including non-discretionary performance bonuses
24 earned.

25 60. Because Defendants failed to take into account all remuneration paid, including
26 non-discretionary performance bonuses earned, Plaintiff and members of the Bonus Class earned
27 less than the legal minimum wage in the State of California.

28 61. As a result of Defendants’ conduct alleged herein, Plaintiff and members of the

1 Temperature Check Class and Bonus have suffered damages and are entitled to recover the full
2 amount of unpaid wages in an amount to be proven at trial and interest thereon, applicable
3 penalties, liquidated damages, and costs of suit including attorney's fees.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS**

6 **(By Plaintiff, individually, and on behalf of the Meal Period Class against**
7 **Defendant GSL and DOES 1 to 100, inclusive)**

8 62. Plaintiff incorporates by reference and realleges each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 63. Labor Code section 226.7, subdivision (b), provides that "An employer shall not
12 require an employee to work during a meal or rest or recovery period mandated pursuant to an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
14 Commission, the Occupational Safety and Health Standards Board, or the Division of
15 Occupational Safety and Health."

16 64. Labor Code section 512 provides that "An employer may not employ an employee
17 for a work period of more than five hours per day without providing the employee with a meal
18 period of not less than 30 minutes, except that if the total work period per day of the employee is
19 no more than six hours, the meal period may be waived by mutual consent of both the employer
20 and employee. An employer may not employ an employee for a work period of more than 10
21 hours per day without providing the employee with a second meal period of not less than 30
22 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
23 may be waived by mutual consent of the employer and the employee only if the first meal period
24 was not waived."

25 65. Labor Code section 516 provides that the Industrial Welfare Commission "May
26 adopt or amend working condition orders with respect to break periods, meal periods, and days of
27 rest for any workers in California consistent with the health and welfare of those workers."

28 66. Section 11(A) of the IWC Wage Order(s) provides that "Unless the employee is

1 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
2 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
3 when the nature of the work prevents an employee from being relieved of all duty and when by
4 written agreement between the parties an on-the-job paid meal period is agreed to. The written
5 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

6 67. Section 11(B) of the IWC Wage Order(s) provides that “If an employer fails to
7 provide an employee a meal period in accordance with the applicable provisions of this order, the
8 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
9 compensation for each workday that the meal period is not provided.”

10 68. On one or more occasions, Plaintiff and members of the Meal Period Class worked
11 over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30)
12 minutes prior to exceeding five (5) hours of employment.

13 69. On one or more occasions, Plaintiff and members of the Meal Period Class worked
14 over ten (10) hours per shift and therefore were entitled to a second meal period of not less than
15 thirty (30) minutes prior to exceeding ten (10) hours of employment.

16 70. On information and belief, Plaintiff and members of the Meal Period Class did not
17 validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.

18 71. On information and belief, Plaintiff and members of the Meal Period Class did not
19 enter into any written agreement with Defendants agreeing to an on-the-job paid meal period.

20 72. As a matter of Defendants’ established company policy, Defendants failed to
21 provide Plaintiff and members of the Meal Period Class the opportunity to take second meal
22 periods for shifts longer than 10 and 12 hours. In addition, the meal period provided to Plaintiff
23 and members of the Meal Period Class was often short or later than the 5th hour of work.

24 73. As a matter of Defendants’ established company policy, Defendants failed to
25 comply with the meal period requirements established by Labor Code sections 226.7, 512, and
26 516, and Section 11 of the IWC Wage(s) by failing to provide Plaintiff and members of the Meal
27 Period Class with a first and a second legally compliant meal period.

28 74. Section 11(B) of the IWC Wage Order(s) and Labor Code section 226.7,

subdivision (c), provides that “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

75. As a matter of Defendants’ established company policy, Defendants failed to comply with the requirements of Section 11(B) of the IWC Wage Order(s) and Labor Code section 226.7, subdivision (c), by failing to pay Plaintiff and members of the Meal Period Class one additional hour of pay at each employee’s regular rate of compensation for each workday that a compliant meal period was not provided.

76. Therefore, Plaintiff and members of the Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each work day that a compliant meal period was not provided, in a sum to be proven at trial.

77. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff, individually, and on behalf of members of the Meal Period Class, seek recovery of pre-judgment interest on all amounts recovered herein.

78. Pursuant to Labor Code section 218.5, Plaintiff, individually, and on behalf of members of the Meal Period Class, request that the Court award reasonable attorneys’ fees and costs incurred in this action.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(By Plaintiff, individually, and on behalf of the Rest Period Class against Defendant GSL and DOES 1 to 100, inclusive)

79. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

1 80. Labor Code section 226.7, subdivision (b), provides that “An employer shall not
2 require an employee to work during a meal or rest or recovery period mandated pursuant to an
3 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
4 Commission, the Occupational Safety and Health Standards Board, or the Division of
5 Occupational Safety and Health.”

6 81. Labor Code section 516 provides that the Industrial Welfare Commission “May
7 adopt or amend working condition orders with respect to break periods, meal periods, and days of
8 rest for any workers in California consistent with the health and welfare of those workers.”

9 82. Section 12(A) of the IWC Wage Order(s) provides that “Every employer shall
10 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
11 middle of each work period. The authorized rest period time shall be based on the total hours
12 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
13 thereof. However, a rest period need not be authorized for employees whose total daily work time
14 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
15 worked for which there shall be no deduction from wages.”

16 83. Section 12(B) of the IWC Wage Order(s) provides that “If an employer fails to
17 provide an employee a rest period in accordance with the applicable provisions of this order, the
18 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
19 compensation for each workday that the rest period is not provided.”

20 84. Plaintiff and members of the Rest Period Class often worked over three and one-
21 half (3 1/2) hours per shift and therefore were entitled to a rest period of not less than ten (10)
22 minutes prior to exceeding four (4) hours of employment, and additional rest periods of not less
23 than ten (10) minutes per four (4) hours worked or major fraction thereof. Upon information and
24 belief, Defendants’ policies and practices failed and fail to provide Plaintiff and class members
25 with off-duty net rest periods of at least ten (10) minutes for each four (4) hours worked, or major
26 fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on
27 workdays that Defendants failed to provide them with an opportunity to take rest periods.

28 85. As a matter of Defendants’ established company policy, Defendants failed to

1 authorize and permit required off-duty rest periods established by Labor Code sections 226.7 and
2 516 and Section 12 of the IWC Wage Order(s). Pursuant to *Augustus v. ABM Security Services,*
3 *Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their
4 employees of all duties and relinquish any control over how employees spend their break time.”
5 Plaintiff and members of the Rest Period Class typically worked and work eight hours per day,
6 and Defendants' policies and practices routinely prevented and prevent them from taking the off-
7 duty ten-minute rest breaks they are entitled to by making Plaintiff and members of the Rest
8 Period Class either miss their rest periods altogether, work through their rest periods, take
9 untimely rest periods, or take shortened rest periods. For example, Plaintiff was regularly not
10 authorized or permitted to take a third rest period during shifts where he worked over ten hours.

11 86. Section 12 of the IWC Wage Order(s) and Labor Code section 226.7, subdivision
12 (b), provides that “If an employer fails to provide an employee a meal or rest or recovery period in
13 accordance with a state law, including, but not limited to, an applicable statute or applicable
14 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
15 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
16 pay the employee one additional hour of pay at the employee’s regular rate of compensation for
17 each workday that the meal or rest or recovery period is not provided.”

18 87. As a matter of Defendants’ policies and procedures, Defendants failed to comply
19 with the requirements of Section 12(B) of the IWC Wage Order(s) and Labor Code section 226.7,
20 subdivision (c), by failing to pay Plaintiff and members of the Rest Period Class one additional
21 hour of pay at each employee’s regular rate of compensation for each workday that an off-duty
22 rest period was not provided.

23 88. Therefore, pursuant to Section 12 of the IWC Wage Order(s) and Labor Code
24 section 226.7, Plaintiff and members of the Rest Period Class are entitled to damages in an amount
25 equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each
26 work day that a legally compliant rest period was not so provided.

27 89. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff,
28 individually, and on behalf of the Rest Period Class, seek recovery of pre-judgment interest on all

1 amounts recovered herein.

2 90. Pursuant to Labor Code section 218.5, Plaintiff, individually, and on behalf of the
3 Rest Period Class, request that the Court award reasonable attorneys' fees and costs incurred in
4 this action.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY FURNISH COMPLETE AND ACCURATE**
7 **ITEMIZED WAGE STATEMENTS**

8 **(By Plaintiff, individually, and on behalf of the Wage Statement Class against**
9 **Defendant GSL and DOES 1 to 100, inclusive)**

10 91. Plaintiff incorporates by reference and realleges each and every one of the
11 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
12 forth herein.

13 92. Labor Code section 226(a) states in pertinent part: "Every employer shall,
14 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
15 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
16 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
17 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
18 wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name
19 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
20 during each the pay period and the corresponding number of hours worked at each hourly rate by
21 the employee...."

22 93. As a pattern and practice, in violation of Labor Code section 226(a), Defendants
23 did not and still do not furnish each of the members of the Wage Statement Class with an accurate
24 itemized statement in writing correctly showing: (1) gross wages earned, (2) total hours worked by
25 the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and
26 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
27 that all deductions made on written orders of the employee may be aggregated and shown as one
28 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
the name of the employee and only the last four digits of his or her social security number or an

1 employee identification number other than a social security number, (8) the name and address of
2 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
3 period and the corresponding number of hours worked at each hourly rate by the employee.

4 94. As a pattern and practice, in violation of Labor Code section 226(a) and Section 7,
5 subdivision (A) of the IWC Wage Order(s), Defendants did not and do not maintain accurate
6 records pertaining to the total hours worked for Defendants by Plaintiff and members of the Wage
7 Statement Class, including but not limited to, gross wages earned, total hours worked by the
8 employee, all deductions, and net wages earned.

9 95. As of January 1, 2013, SB 1255 amended Labor Code section 226 to clarify that an
10 employee suffers injury if the employer fails to provide accurate and complete information as
11 required by any one or more items listed in Labor Code section 226(a)(1)-(9) and the employee
12 cannot promptly and easily ascertain requisite information without reference to other documents or
13 information.

14 96. Here, Plaintiff and members of the Wage Statement Class suffered injury because
15 Defendants failed to provide accurate and complete information as required by one or more items
16 listed in Labor Code section 226(a)(1)-(9) as set forth herein, and Plaintiff and members of the
17 Wage Statement Class could not and cannot promptly and easily ascertain requisite information
18 without reference to other documents or information.

19 97. In addition, Plaintiff and members of the Wage Statement Class have suffered
20 injury as a result of Defendants' failure to maintain accurate records in that Plaintiff and members
21 of the Wage Statement Class were not provided written accurate itemized statements showing all
22 requisite information as set forth herein in violation of Labor Code section 226 and Section 7,
23 subdivision (A) of the IWC Wage Order(s), such that Plaintiff and members of the Wage
24 Statement Class were misled by Defendants as to the correct information regarding the various
25 items, including but not limited to, the total hours worked by the employee, gross wages earned,
26 net wages earned, all deductions, all applicable hourly rates in effect during the pay period, and
27 the corresponding number of hours worked at each hourly rate.

28 98. The actual injuries suffered by Plaintiff and members of the Wage Statement Class

1 as a result of Defendants' knowing and intentional failure to maintain accurate records include but
2 are not limited to:

- 3 a. Confusion over whether they received all wages owed them by Defendants;
- 4 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 5 c. Being forced to engage in mathematical computations to analyze whether
- 6 Defendants' wages in fact compensated for all hours worked;
- 7 d. The inability to accurately calculate wage rates complicated by the fact that
- 8 wage statement information required by Labor Code section 226 is missing;
- 9 e. That such practice prevents Plaintiff and members of the Classes from being
- 10 able to effectively challenge information on their wage statements; and/or
- 11 f. The difficulty and expense of filing and maintaining this lawsuit, and the
- 12 discovery required to collect and analyze the very information that California
- 13 law requires.

14 99. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and members of the
15 Wage Statement Class are entitled to fifty dollars (\$50.00) per individual employee for the initial
16 pay period in which a violation hereunder occurred and one hundred dollars (\$100.00) per
17 individual employee for each violation in a subsequent pay period, not exceeding an aggregate
18 penalty of four thousand dollars (\$4,000.00) per individual employee.

19 100. Pursuant to Labor Code section 226, subdivision (g), currently-employed members
20 of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance
21 with Labor Code section 226.

22 101. Pursuant to Labor Code section 226, subdivisions (e) and/or (g), Plaintiff and
23 members of the Wage Statement Class are also entitled to an award of costs and reasonable
24 attorneys' fees.

25 ///

26 ///

27 ///

28 ///

SIXTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE §§ 201, 202, 203

(By Plaintiff, individually, and on behalf of the Final Pay Class against Defendant GSL and DOES 1 to 100, inclusive)

102. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

103. Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

104. Defendants have a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees according to amendment or proof.

105. Defendants willfully failed to pay Plaintiff and members of the Final Pay Class that are former employees their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

106. Defendants' willful failure to pay wages to Plaintiff and members of the Final Pay Class that are former employees violates Labor Code section 203 because Defendants knew or should have known such wages were due, but Defendants failed to pay them.

107. Thus, Plaintiff and members of the Final Pay Class are entitled to recovery pursuant to Labor Code section 203.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS PRACTICES

(By Plaintiff, individually, and on behalf of the Business Expense Reimbursement Class against Defendant GSL and DOES 1 to 100, inclusive)

108. Plaintiff incorporates by reference and realleges each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

3 109. Pursuant to California Labor Code section 2802, subd. (a), an employer must
4 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
5 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer.

7 110. As alleged herein, Plaintiff and the Business Expense Reimbursement Class
8 members were forced to make expenditures. Specifically, on information and belief, Defendants
9 required Plaintiff and members of the Business Expense Class to purchase and maintain, among
10 other things, the costs of their own face masks that Defendants required them to use in the course
11 of their employment. Defendants, however, failed to indemnify and reimburse Plaintiff and
12 Business Expense Reimbursement Class members in violation of Labor Code section 2802.

13 111. As a result of Defendants' conduct alleged herein, Plaintiff and members of the
14 Business Expense Class have suffered damages and are entitled to recover the full amount of
15 business-related expenses charged to them in an amount to be proven at trial and interest thereon,
16 and costs of suit including attorney's fees pursuant to California Labor Code section 2802.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR BUSINESS PRACTICES**

19 **(By Plaintiff, individually, and on behalf of the Classes against**
20 **Defendant GSL and DOES 1 to 100, inclusive)**

21 112. Plaintiff incorporates by reference and realleges each and every one of the
22 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
23 forth herein.

24 113. Business & Professions Code section 17200 provides in pertinent part "unfair
25 competition shall mean and include any unlawful, unfair or fraudulent business act or practice."

26 114. Defendants are a "person" as defined under Business & Professions Code section
27 17201.

28 115. Business & Professions Code section 17204 provides that an action for any relief

1 from unfair competition may be prosecuted by any person who has suffered injury in fact and has
2 lost money or property as a result of such unfair competition.

3 116. Business & Professions Code section 17205 provides that unless otherwise
4 expressly provided, the remedies or penalties provided for unfair competition “are cumulative to
5 each other and to the remedies or penalties available under all other laws of this state.”

6 117. Defendants have engaged in unlawful, unfair, and fraudulent business acts or
7 practices prohibited by Business & Professions Code section 17200, including those set forth in
8 the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiff and members
9 of the Classes of the minimum working standards and conditions due to them under the Labor
10 Code and/or the IWC_Wage Orders, as specifically described herein.

11 118. Defendants have engaged in unfair business practices in California by practicing,
12 employing, and utilizing the employment practices outlined in the preceding paragraphs,
13 specifically, by requiring employees to perform the labor services complained of herein without
14 the requisite compensation.

15 119. Defendants’ use of such practices constitutes an unfair business practice, unfair
16 competition, and provides an unfair advantage over Defendants’ competitors.

17 120. Plaintiff and members of the Classes have suffered injury in fact and have lost
18 money or property as a result of such unfair competition.

19 121. Plaintiff, individually, and on behalf of members of the Classes, seek full restitution
20 from Defendants, as necessary and according to proof, to restore any and all monies withheld,
21 acquired, and/or converted by Defendants by means of the unfair practices complained of herein.

22 122. Further, if Defendants are not enjoined from the conduct set forth above,
23 Defendants will continue to practice, employ, and utilize the employment practices outlined in the
24 preceding paragraphs.

25 123. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
26 injunction prohibiting Defendants from engaging in the foregoing conduct.

27 124. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total
28 monetary relief sought from Defendant.

NINTH CAUSE OF ACTION

VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)

(By Plaintiff, as an aggrieved employee of Defendant GSL on behalf of the LWDA for all aggrieved employees against Defendant GSL and DOES 1 to 100, inclusive)

125. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

126. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seek to recover all applicable civil penalties and reasonable attorneys’ fees and costs, permitted under PAGA through a representative action on behalf of all aggrieved employees that work or worked for Defendants during the relevant time period.

127. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative action is not subject to the formalities required of a class action and class certification of PAGA claims is not required.

128. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c) because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited to represent the interests of all other aggrieved employees in in this PAGA representative action.

129. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, and twenty-five percent (25%) shall be distributed to the aggrieved employees.

130. Plaintiff’ representative action alleges violations of certain Labor Code sections that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a) applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

131. On December 23, 2021, Plaintiff complied with Labor Code section 2699.3(a) by electronically filing written notice with the LWDA and serving written notice, via certified mail,

1 upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to
2 have been violated by Defendants and Plaintiff's intent to pursue civil penalties against
3 Defendants on behalf of all aggrieved employees pursuant to PAGA. Attached hereto as **Exhibit 1**
4 is a true and correct copy of Plaintiff's notice letter.

5 132. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
6 notify the employer and the aggrieved employee or representative by certified mail that it does not
7 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
8 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
9 of the postmark date of the notice given... the aggrieved employee may commence a civil action
10 pursuant to Section 2699." More than sixty-five calendar days have passed since Plaintiff served
11 notice upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to
12 investigate Plaintiff's claims. Accordingly, Plaintiff exhausted his obligation to provide
13 administrative notice and are authorized to commence this representative action seeking civil
14 penalties on behalf of aggrieved employees of Defendants.

15 133. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
16 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
17 divisions, commissions, boards, agencies or employees for violation of the code may, as an
18 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
19 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

20 134. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
21 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
22 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
23 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation.

25 135. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of aggrieved
26 employees, seek applicable civil penalties for violations of Labor Code sections 201, 202, 203,
27 204, 226, 226.7, 246, 248.2, 248.5, 510, 512, 558, 1194, 1197, 1198, 1199, and 2802 during the
28 statutory period as set forth below:

1 136. For violations of Labor Code section 201, 202, 203, 226.7, 246, 248.2, 248.5, 510,
2 512, 1194, 1197 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one
3 hundred dollars (\$100) for each aggrieved employee per pay period for each initial violation and
4 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
5 violation;

6 137. For violations of Labor Code section 204, Labor Code section 210 imposes a civil
7 penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation that
8 was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved employee,
9 for each subsequent violation, regardless of whether the subsequent violation was willful or
10 intentional;

11 138. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a
12 civil penalty, in addition to any other penalty provided by law, of two hundred fifty dollars (\$250)
13 per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
14 employee for each subsequent violation.

15 139. For violations of Labor Code sections 246 and 248.2, Labor Code section 248.5
16 imposes a civil penalty in the dollar amount of paid sick days withheld from the employee
17 multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to
18 exceed an aggregate penalty of four thousand dollars (\$4,000) per employee.

19 140. Defendants violated Labor Code sections 204, 510, 1194, 1197, and 1198 by not
20 paying Plaintiff and aggrieved employees all wages owed for all hours worked, including overtime
21 compensation for each pay period. Thus, pursuant to Labor Code section 2699(f)(2), Defendants
22 are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
23 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per
24 pay period for each subsequent violation.

25 141. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and
26 aggrieved employees an opportunity to take timely off-duty and uninterrupted thirty minute meal
27 periods for every five hours worked, including timely off-duty and uninterrupted thirty minute
28 long meal periods before the end of the fifth (5) hour of work and before the tenth (10) hour of

1 work, and by failing to pay a premium wage equivalent to an additional hour of pay at the regular
2 rate of pay for each day a compliant meal period was not provided. Thus, pursuant to Labor Code
3 section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
4 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
5 each aggrieved employee per pay period for each subsequent violation.

6 142. Defendants violated Labor Code section 226.7 by denying Plaintiff and aggrieved
7 employees a ten minute off-duty rest period for every four hours worked, or major fraction
8 thereof, and by failing to provide a premium wage equivalent to an additional hour of pay at the
9 regular rate of pay for each workday that a compliant rest period was not provided. Thus, pursuant
10 to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars
11 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
12 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

13 143. Defendants violated Labor Code section 246 by failing to properly compensate
14 Plaintiff and aggrieved employees for all vested sick time earned at the correct accrual rates in
15 accordance with their employment contracts and/or Defendants' policies when Plaintiff and
16 aggrieved employees sought sick leave, including COVID-19 supplemental sick pay. Thus,
17 pursuant to Labor Code section 248.5, Defendants are subject to civil penalty in the dollar amount
18 of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars
19 (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand
20 dollars (\$4,000) for each aggrieved employee

21 144. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and
22 aggrieved employees with accurate itemized wage statements correctly identifying, among other
23 things, the total hours worked, wages earned, the correct amount of net wages earned, and the
24 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor
25 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
26 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
27 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
28 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a

1 subsequent citation.

2 145. Defendants violated Labor Code section 2802 by forcing Plaintiff and aggrieved
3 employees to make business related expenditures without reimbursement. Thus, pursuant to Labor
4 Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100)
5 for each aggrieved employee per pay period for the initial violation, and two hundred dollars
6 (\$200) for each aggrieved employee per pay period for each subsequent violation.

7 146. Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to
8 timely pay Plaintiff and aggrieved employees all wages owed upon separation of employment by
9 failing to pay all minimum wages, overtime compensation, and Defendants' failure to pay meal
10 and rest period premium wages owed. Thus, pursuant to Labor Code section 2699(f)(2),
11 Defendants are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved
12 employee per pay period for the initial violation of these sections, and two hundred dollars (\$200)
13 for each aggrieved employee per pay period for each subsequent violation.

14 147. At all material times, Defendants were Plaintiff and all other aggrieved employees'
15 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
16 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
17 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
18 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
19 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
20 provided by law.

21 148. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
22 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
23 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
24 and aggrieved employees of Defendants were not paid all wages owed as a result of Defendants'
25 failure to pay wages owed for all overtime, as alleged herein.

26 149. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
27 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
28 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and

1 aggrieved employees of Defendants were not provided with a compliant timely off-duty and
2 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
3 worked, or major fraction thereof, as alleged herein.

4 150. Defendants violated Labor Code section 1198 by failing to comply with the
5 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours
6 and Days of Work”, the “Meal Period”, the “Rest Period” and “Record” sections of the applicable
7 IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods
8 premium wages, failing to provide compliant rest periods, failing to pay rest period premium
9 wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon
10 separation of employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2),
11 Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for each
12 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
13 each aggrieved employee per pay period for each subsequent violation.

14 **VII. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays:

16 That the Court issue an Order certifying the Classes herein, appointing Plaintiff as
17 representatives of all others similarly situated, and appointing the law firm representing Plaintiff
18 as counsel for the members of the Classes;

19 As to the First Cause of Action for Failure to Pay All Wages:

20 a. For recovery of the unpaid balance of the full amount of the straight time
21 compensation due and owing, according to proof;

22 b. For liquidated damages on the straight-time portion of uncompensated hours of
23 work (not including the overtime portion thereof), as authorized by Labor Code section 1194.2,
24 subdivision (a);

25 c. For recovery of the unpaid balance of the full amount of the earned overtime
26 compensation due and owing, calculated at the appropriate rate and according to proof;

27 d. For pre-judgment interest as allowed by Labor Code section 218.6, Labor Code
28 section 1194, subdivision (a), and Civil Code section 3287;

e. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and/or Labor Code section 1194, subdivision (a);

As to the Second Cause of Action for Failure to Pay Overtime:

f. For recovery of the full amount of unpaid wages in an amount to be proven at trial and interest thereon, applicable penalties, liquidated damages, and costs of suit including attorney's fees;

As to the Third Cause of Action for Failure to Provide Meal Periods:

g. For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a full meal period was not provided;

h. For pre-judgment interest as authorized by Labor Code section 218.6 and Civil Code section 3287;

i. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5;

As to the Fourth Cause of Action for Failure to Provide Rest Periods:

j. For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a full rest period was not provided;

k. For pre-judgment interest as authorized by Labor Code section 218.6 and Civil Code section 3287;

l. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5;

As to the Fifth Cause of Action for Failure to Provide Complete and Accurate Itemized Wage Statements:

m. For recovery as authorized by Labor Code section 226(e);

n. For an award of costs and reasonable attorneys' fees pursuant to Labor Code section 226, subdivision (e) and/or subdivision (g);

As to the Sixth Cause of Action for Violations of Labor Code section 203:

o. For recovery as authorized by Labor Code section 203;

As to the Seventh Cause of Action for Failure to Reimburse Business Practices:

1 p. For recovery as authorized by Labor Code section 2802(a);

2 As to the Eighth Cause of Action for Unfair Business Practices:

3 q. For an accounting, under administration of Plaintiff and/or the receiver and subject
4 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
5 refunded to members of the Classes who are owed monies by Defendants;

6 r. For an Order requiring Defendants to identify each of the members Classes by
7 name, home address, and home telephone number;

8 s. For an Order requiring Defendants to make full restitution and payment pursuant to
9 California law;

10 t. For the creation of an administrative process wherein each injured member of the
11 Classes may submit a claim in order to receive his/her money;

12 u. For all other appropriate injunctive, declaratory and equitable relief;

13 v. For interest to the extent permitted by law;

14 w. For an award of attorneys' fees and costs incurred in the investigation, filing, and
15 prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business &
16 Professions Code section 17200, *et seq.*, Labor Code section 1194 and/or any other applicable
17 provision of law;

18 As to the Ninth Cause of Action for Violation of PAGA:

19 x. For all civil penalties authorized by Labor Code section 2698, *et seq.*;

20 y. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
21 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
22 per aggrieved employee for each subsequent violation;

23 z. For civil penalties under Labor Code section 210 in the amount of one hundred
24 dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful
25 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
26 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
27 subsequent violation, regardless of whether the subsequent violation was willful or intentional;

28 aa. For civil penalties under Labor Code section 2699(f), for Labor Code violations

1 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
2 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
3 aggrieved employee per pay period for each subsequent violation;

4 bb. For civil penalties per Labor Code section 248.5 in the dollar amount of paid sick
5 days withheld from an aggrieved employee multiplied by three, or two hundred fifty dollars
6 (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand
7 dollars (\$4,000) for each aggrieved employee;

8 cc. For civil penalties under Labor Code section 558, as follows: (1) for an initial
9 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
10 employee was underpaid; and (2) for each subsequent violation, one hundred dollars (\$100) for
11 each underpaid employee for each pay period for which the employee was underpaid;

12 dd. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
13 section 2699(g)(1), or other applicable laws, and pre-judgment and post-judgment interest as
14 provided by law;

15 As to All Causes of Action:

16 ee. For such relief as this Court may deem just and proper, including reasonable
17 attorneys' fees and costs incurred.

18
19 DATED: April 13, 2022

BOUCHER LLP

20
21 By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
ALEXANDER GAMEZ

22
23
24 *Attorneys for Plaintiff Ricardo Perez Ruelas*
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demand a trial by jury of all claims alleged in Plaintiff's Complaint to the fullest extent authorized by law.

DATED: April 13, 2022

Respectfully submitted,

BOUCHER LLP

By:



RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
ALEXANDER GAMEZ

Attorneys for Plaintiff Ricardo Perez Ruelas

EXHIBIT 1

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

December 23, 2021

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

Golden State Lumber, Inc.
c/o Agent for Service of Process
Brian Hedstrom
855 Lakeville St, Suite 200
Petaluma, CA 94952

Re: *Perez v. Golden State Lumber, Inc., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Mr. Ricardo Francisco Perez Ruelas as proxy for the Labor and Workforce Development Agency (“LWDA”) on behalf of all non-exempt aggrieved employees employed by Golden State Lumber, Inc. (“GSL”) in California during the statutory period, against GSL.

Headquartered in Petaluma, California GSL sells commercial and residential construction materials and has approximately 11 locations throughout the state.¹ Mr. Perez was employed as a non-exempt load builder at GSL’s facilities located at 3033 South Airport Way in Stockton, California from approximately June of 2021 to December 10, 2021. Pursuant to California law, GSL was at all relevant times Mr. Perez’s employer during the statutory period.

In his representative action, Mr. Perez will seek civil penalties pursuant to PAGA as a result of GSL’s failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-

¹ <https://www.goldenstatelumber.com/about-us/>

compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) provide paid sick time payment for sick leave (Lab. Code §§ 246, 248.2, 248.5); (5) indemnify for business expenses (Lab. Code § 2802); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states 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.”

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

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

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the

employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Mr. Perez's employment, GSL failed and fails to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to GSL's policy and practice of failing to compensate him and aggrieved employees all overtime compensation based upon the appropriate regular rate of pay by not taking into account all remuneration paid, including non-discretionary performance bonuses earned by Mr. Perez and aggrieved employees.

Moreover, upon information and belief, GSL failed to provide Mr. Perez and aggrieved employees with their paychecks prior to payday for the next regular payroll period, resulting in Mr. Perez and aggrieved being paid weeks late. For example, on a paycheck dated, December 14, 2021, Mr. Perez was paid for wages earned in October.

Furthermore, subsequent to the COVID-19 outbreak, GSL requires Mr. Perez and aggrieved employees to undergo temperature checks while off the clock. This process resulted in Mr. Perez and aggrieved employees being subjected to the control of GSL without compensation each time they undergo a temperature check.

Accordingly, Mr. Perez, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the "Meal Periods" Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived."

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on-duty” meal period and counted as time worked. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer’s regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, GSL failed and fails to provide Mr. Perez and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, GSL does not provide Mr. Perez and aggrieved employees with the opportunity to take second meal periods for shifts longer than 10 and 12 hours. In addition, the meal period provided to employees was often short or later than the 5th hour of work.

Accordingly, Mr. Perez, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the “Rest Periods” Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period 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.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, GSL’s policies and practices failed and fails to provide Mr. Perez and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. Mr. Perez and other employees typically worked and work eight hours per day, and GSL’s policies and practices routinely prevented and prevent them from taking the off-duty ten-minute rest breaks they are entitled to by making Mr. Perez and other aggrieved employees either miss their rest periods altogether, work through their rest periods, take untimely rest periods, or

take shortened rest periods. For example, Mr. Perez was regularly not authorized or permitted to take a third rest period during shifts where he worked over ten hours.

Accordingly, Mr. Perez, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE PAYMENT FOR SICK LEAVE

(Labor Code §§ 246, 248.2, 248.5, 2699)

Labor Code section 246(a)(1) provides that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code section 246(n) provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

Labor Code section 248.2(b) provides that a covered employees shall be entitled to COVID-19 supplemental paid sick leave if the covered employee is unable to work due to various reasons including but limited to the employee is subject to a quarantine or isolation period related to COVID-19, the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee is attending an appointment to receive a vaccine for protection against contracting COVID-19, the employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work. The total number of hours of COVID-19 supplemental paid sick leave to which a covered employee is entitled, shall be in addition to any paid sick leave that may be available to the covered employee under Section 246. Lab Code § 248.2(b)(2)(D).

Pursuant to Labor Code section 248.2(b)(3)(A), each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following:

(i) For nonexempt covered employees, by the highest of the following:

(I) Calculated in the same manner as the regular rate of pay for the workweek in which the covered employee uses COVID-19 supplemental paid sick leave, whether or not the employee actually works overtime in that workweek.

(II) Calculated by dividing the covered 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.

(III) The state minimum wage.

(IV) The local minimum wage to which the covered employee is entitled.

Labor Code section 248.5(a)(2) states that if paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.

Upon information and belief, Mr. Perez and aggrieved employees accrued sick time throughout their employment, but GSL failed to properly compensate them for all vested sick time earned at the correct accrual rates in accordance with their employment contracts and/or GSL's policies when they sought sick leave, including COVID-19 supplemental sick pay. For example, Mr. Perez was unable to work in October of 2021 after contracting COVID-19 but was not and still has not been provided with COVID-19 supplemental paid sick leave.

Accordingly, Mr. Perez, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

In pertinent part, Labor Code section 2802(a) states that, "An employer shall indemnify his or her employee(s) for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties. At relevant times during the statutory period, GSL required Mr. Perez and aggrieved employees to incur business expenses which GSL failed and/or refused to reimburse them for. For example, Mr. Perez and aggrieved employees were and are required to purchase and maintain their own face masks, and were and are not reimbursed for the costs incurred.

Accordingly, Mr. Sanchez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and 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 rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

GSL failed to furnish accurate wages statements to Mr. Perez and aggrieved employees. For example, GSL issued wage statements to Mr. Perez which did not have correct dates of beginning and end dates. Specifically, the wage statement dated December 14, 2021 referenced a pay period of November 29, 2021 to December 14, 2021, however, Mr. Perez did not work in that timeframe. The December 14, 2021 wage statement was for payment owed for work performed in October 2021. Moreover, as a result of the alleged violations discussed above, GSL furnished wage statements to Mr. Perez and aggrieved employees that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.

Accordingly, Mr. Perez on behalf of aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “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.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, GSL willfully failed and fails to provide aggrieved employees all wages due and owed upon separation of employment. For example, Mr. Perez was terminated on December 10, 2021 but was not issued his final paycheck until December 14, 2021. Additionally, by furnishing aggrieved employees with a final check that failed to include

all earned and owed minimum wages, overtime, and meal and rest period premiums – as described above, GSL violated Labor Code sections 201 or 202.

Accordingly, Mr. Perez on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE

ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

As set forth above, GSL failed to pay all overtime compensation and provide Mr. Perez and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Mr. Perez, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Mr. Perez's employment with GSL, including but not limited to earning statements and Mr. Perez's confirmation of GSL's unlawful practices and policies. As a result of the foregoing violations, Mr. Perez is entitled to file a Complaint and invoke the protections of the Act. Mr. Perez has placed GSL on notice by mailing a certified copy of this notice to their corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: _____

Alexander Gamez, Esq.