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11 [additional parties continued on next page]

12 **SUPERIOR COURT OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

14 **CARLETON EDWARDS, MICHAEL**
15 **ADAMS, and PETER HALL, as individuals**
16 **and on behalf of all other similarly situated**
17 **employees,**

18 **Plaintiff,**

19 **vs.**

20 **SUBURBAN PROPANE, L.P., a Delaware**
21 **Limited Partnership; and DOES 1 to 100,**
22 **inclusive,**

23 **Defendants.**

Case No. 34-2022-00314949

CLASS ACTION

SECOND AMENDED COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act
10. Constructive Discharge and Other Adverse Employment Actions In Violation of Public Policy

BY FAX

DEMAND FOR JURY TRIAL

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1 Plaintiffs CARLETON EDWARDS, PETER HALL, and MICHAEL ADAMS (collectively
2 "Plaintiffs"), on behalf of themselves and all other similarly situated employees, hereby file this
3 Second Amended Complaint against Defendants SUBURBAN PROPANE, L.P., a Delaware Limited
4 Partnership; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
5 On information and belief, Plaintiffs allege the following:

6 INTRODUCTION

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiffs for Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, Meal Period Violations,
9 Rest Period Violations, Wage Statement Violations, Waiting Time Penalties, Failure to Reimburse
10 Expenses, and Unfair Competition.

11 JURISDICTION AND VENUE

12 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
13 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
14 Labor Code, California Business and Professions Code, and Wage Order No. 7.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
16 Defendant resides in Sacramento County and/or are foreign entities and have not designated any county
17 in California as being where they maintain their principal offices. In addition, some of the wrongful acts
18 and violations of law asserted herein occurred within Sacramento County, and Defendant's obligation to
19 pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
20 Cal.3d 403, 414 (1984).

21 4. Plaintiffs have sought permission pursuant to California Labor Code section 2699 *et seq.*
22 to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on
23 behalf of themselves and other similarly situated employees. Pursuant to California Labor Code section
24 2699.3, Plaintiff Edwards gave written notice via online submission to the Labor and Workforce
25 Development Agency ("LWDA") on approximately January 28, 2022, while Plaintiff Adams submitted
26 his LWDA notice on or about November 1, 2021. Plaintiff Hall submitted his LWDA notice on
27 November 16, 2021. Plaintiffs provided facts and legal bases for their claims within the notice to the
28 LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiffs

1 also submitted the \$75.00 filing fee. The notices were also sent via certified mail to Defendants on the
2 same day. To date, the LWDA has not provided any response to Plaintiffs' notice correspondence.
3 Accordingly, Plaintiffs have exhausted all administrative remedies pursuant to the PAGA and may bring
4 this action on behalf of themselves and all similarly situated employees, *i.e.* Aggrieved Employees. See
5 Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365,
6 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but are not limited to, the following: all
7 nonexempt employees who have or continue to work for Defendant in California.

8 PARTIES

9 5. CARLETON EDWARDS is an individual over the age of eighteen (18) and is a
10 resident of the State of California.

11 6. PETER HALL was employed by DEFENDANT in California from November of
12 2016 to September of 2021 and was at all times classified by DEFENDANT as a non-exempt
13 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
14 payment of minimum and overtime wages due for all time worked.

15 7. MICHAEL ADAMS is an individual over the age of eighteen (18) and is a resident of
16 the State of California.

17 8. On information and belief, Plaintiffs allege, SUBURBAN PROPANE, L.P., is now
18 and/or at all times mentioned in this Complaint was a Delaware Limited Partnership and the owner
19 and operator of an industry, business and/or facility doing business in the State of California.

20 9. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
21 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
22 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true
23 names and capacities of these DOE Defendants when they are ascertained.

24 10. At all times mentioned herein, each Defendant was the agent or employee of each of the
25 other Defendants and was acting within the course and scope of such agency or employment. The
26 Defendants are jointly and severally liable to Plaintiffs.

27 11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
28 were members of and/or engaged in a joint employment, joint venture, partnership and common

1 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
2 joint venture, partnership and common enterprise.

3 12. Defendants, and each of them, now and/or at all times mentioned in this Complaint
4 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

5 13. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
6 wrongs, complaints, injuries and/or damages alleged in this Complaint.

7 **CLASS ALLEGATIONS**

8 14. Plaintiffs bring the First through Eighth Causes of Action on behalf of themselves and
9 all others similarly situated as a class action pursuant to California Code of Civil Procedure section
10 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

11 All nonexempt employees who have or continue to work for Defendant in
12 California from February 2, 2018, to the present.

13 15. This action has been brought and may be properly maintained as a class action,
14 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
15 defined community of interests in the litigation and the proposed class is easily ascertainable.

16 (a) **Numerosity**: The putative class is so numerous that the individual joinder of all members
17 is impracticable under the circumstances of this case. While the exact number of class
18 members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that
19 Defendants have employed as many as fifty (50) individuals falling within the above
20 stated class definition throughout the State of California during the applicable statute of
21 limitations, who were subjected to the policies and practices outlined in this Complaint.
22 As such, joinder of all members of the putative class is not practicable.

23 (b) **Common Questions Predominate**: Common questions of law and fact exist as to all
24 members of the putative class and predominate over questions that affect only individual
25 members of the class. These common questions of law and fact include, without
26 limitation, the following:

27 (1) Whether Defendants failed to pay employees for all hours worked by requiring
28 pre-shift work donning required uniforms;

- (2) Whether Defendants failed to pay employees for all hours worked by required employees to fill out paperwork, complete tests, and review policies unpaid before the first day of work;
- (3) Whether Defendants properly calculated the regular rate of pay for overtime and premium pay purposes;
- (4) Whether Defendants failed to provide duty free meal periods;
- (5) Whether Defendants failed to provide duty free rest periods;
- (6) Whether Defendants required Plaintiffs and similarly situated employees to use their personal cell phones for work purposes;
- (7) Whether as a result of Defendants' policies and practices Plaintiffs' and putative class members received all wages, due and owing, at the time of their termination or separation; and
- (8) Whether Defendants provided Plaintiffs' and putative class members with wage statements that complied with Labor Code section 226.

(c) **Typicality:** Plaintiffs' claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiffs and all members of the putative class were non-exempt employees who were required to work off the clock, had their regular rate improperly calculated, were prevented from leaving work premises or required to remain on duty for meal and rest periods and were required to use their personal cell phones for work purposes. Additionally, Defendants issued Plaintiffs and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiffs and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiffs have resided in California and worked for Defendants in California. Moreover, Plaintiffs are adequate representatives of the

1 putative class as Plaintiffs have no interests that are adverse to those of putative class
2 members. Additionally, Plaintiffs have retained counsel who has substantial experience
3 in complex civil litigation and wage and hour matters.

- 4 (e) Superiority: A class action is superior to other available means for the fair and efficient
5 adjudication of the controversy since individual joinder of all members of the putative
6 class is impracticable. Class action treatment will permit a larger number of similarly
7 situated persons to prosecute their common claims in a single forum simultaneously,
8 efficiently, and without the unnecessary duplication of effort and expense that numerous
9 individual actions would engender. Further, as damages suffered by each individual
10 member of the class may be relatively small, the expenses and burden of the individual
11 litigation would make it difficult or impossible for individual members of the class to
12 redress the wrongs done to them, and an important public interest will be served by
13 addressing the matter as a class action. The cost to the court system of adjudication of
14 such individualized litigation would be substantial. Individualized litigation would also
15 present the potential for inconsistent or contradictory judgments.

16 16. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
17 management of this action that would preclude its maintenance as a class action.

18 GENERAL ALLEGATIONS

19 17. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 16 as though fully
20 set forth herein.

21 18. Plaintiff Edwards worked for Defendant as a Terminal Operator at its Elk Grove facility.
22 Defendant markets, sells, and distributes propane. Although Plaintiff Edwards' official start date was
23 October 5, 2020, Defendants required him to complete paperwork, tests, and review policies and
24 procedures before the official start date without pay. Defendant had a pattern and practice of requiring
25 similarly situated employees to complete new hire paperwork, relevant job testing, and policy review
26 prior to official start dates without pay.

1 19. On the other hand, Plaintiff Adams was hired by Defendant in or about September 2020
2 as a driver assigned to work in Sacramento, California. Defendant paid Plaintiff Adams \$21.50 per hour
3 until he resigned in or about February 2021.

4 20. Plaintiffs and similarly situated employees typically worked forty (40) hours per week or
5 more, at eight (8) hours per day or more. Defendant failed to pay Plaintiffs and other similarly situated
6 employees for all hours worked due to its failure to accurately document Plaintiffs and similarly situated
7 employees actual arrival and departure times from work. Defendant required Plaintiffs and similarly
8 situated employees to wear personal protective equipment ("PPE") that was kept in lockers at
9 Defendant's facilities. However, Defendant did not allow Plaintiffs and similarly situated employees to
10 clock in until after they donned their PPE because Plaintiffs and similarly situated employees had to be
11 ready to work immediately upon clocking in. It took Plaintiffs and similarly situated employees
12 approximately five (5) to ten (10) minutes to don their PPE off-the-clock. This resulted in unpaid
13 minimum wages, unpaid overtime, and Defendant's keeping inaccurate time records of all hours
14 worked.

15 21. Defendant also failed to pay all overtime wages due by failing to properly calculate the
16 regular rate of pay. Defendant paid Plaintiffs and similarly situated employees non-discretionary
17 remuneration in addition to their base hourly rate, including production bonuses, commissions, and/or on
18 call stipends. These additional amounts were not incorporated into the regular rate of pay calculating
19 overtime, meal and rest period premiums, and sick leave wages.

20 22. Further, Defendant failed to provide meal and rest periods to Plaintiffs and similarly
21 situated employees in compliance with California law. Plaintiffs and similarly situated employees were
22 not allowed to leave the premises or take off-duty meal and rest periods. Defendant's time records show
23 no meal periods being taken either for a first meal period or second meal period when Plaintiffs and
24 similarly situated employees worked five (5) or ten (10) hours respectively. Defendant's required
25 Plaintiffs to take on duty meal and rest periods, telling Plaintiffs and similarly situated employees things
26 like "the plant comes first," "nothing comes before the plant," "the plant is your number one priority."
27 When Defendant allowed Plaintiffs to take their breaks, Plaintiffs could not freely leave the trucks that
28 they drove as they contained hazardous materials like propane. On the occasions that Plaintiffs worked

1 more than ten (10) to twelve (12) hours, Plaintiffs were not permitted to take a second duty-free meal
2 break. Defendant also failed to provide Plaintiffs and similarly situated employees with duty free rest
3 periods every four (4) hours or major action thereof.

4 23. Additionally, Plaintiffs and similarly situated employees also worked off the clock with
5 respect to time spent undergoing mandatory drug testing or any other testing and/or examination
6 required as a condition of employment. Defendant, as a matter of established company policy and
7 procedure, administers a uniform practice of rounding the actual time worked and recorded by Plaintiffs
8 and similarly situated employees, always to the benefit of Defendant, so that during the course of their
9 employment, Plaintiffs and similarly situated employees are paid less than they would have been paid
10 had they been paid for actual recorded time rather than "rounded" time. Additionally, Defendant
11 engages in the practice of requiring Plaintiffs and similarly situated employees to perform work off the
12 clocking that Defendant, as a condition of employment, required these employees to submit to
13 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking
14 into Defendant's timekeeping system for the workday. As a result, Plaintiffs and other similarly situated
15 employees forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working
16 without their time being correctly recorded and without compensation at the applicable rates

17 24. Defendant also failed to reimburse Plaintiffs and similarly situated employees for
18 expenses incurred on behalf of Defendant. Plaintiffs and similarly situated employees regularly used
19 their personal cell phones to record their hours worked on an ADP app. Plaintiffs and similarly situated
20 employees would also be called and/or texted by supervisors on their personal cell phones and have to
21 take pictures of relevant work issues and equipment on their personal cell phone. Plaintiffs and similarly
22 situated employees were not reimbursed for the use of their personal cellphones for these purposes.

23 25. As a result of Defendant's failure to pay Plaintiffs and similarly situated employees all
24 overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements
25 Defendant issued were defective. Specifically, Defendant did not accurately list total hours worked,
26 wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

27 26. Finally, Defendant failed to pay Plaintiffs and similarly situated employees for all regular
28 and overtime hours worked and failure to pay meal and rest period premiums, Defendant failed to

1 provide all final wages owed to Plaintiffs and similarly situated employees within twenty-four (24)
2 hours of their termination or seventy-two (72) hours of their resignation.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY OVERTIME WAGES**
6 **(As to all Defendants)**

7 27. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 26 as though fully
8 set forth herein.

9 28. During the period Plaintiffs were employed by Defendants, Defendants were required to
10 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
11 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
12 hours worked in excess of twelve (12) hours per day. See, e.g., IWC Wage Order No. 7, section (3)(A);
13 Cal. Lab. Code §§ 510, 1194.

14 29. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours
17 worked at their regular rate of pay.

18 30. Plaintiffs and similarly situated employees were not exempt from overtime protections
19 employees under the California Wage Orders and Labor Code.

20 31. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
22 the extent pertinent as if set forth here in full.

23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(As to all Defendants)**

26 32. Plaintiffs incorporates by reference and re-alleges paragraphs 1 through 31 as though
27 fully set forth herein.

28 33. For the period preceding the filing of this Complaint, Defendants were required to
compensate Plaintiffs and similarly situated employees with at least California's applicable minimum

1 for every hour worked. See MW-Order 2019; IWC Wage Order, No. 7, section 4(A); Cal. Lab. Code §
2 1194.

3 34. Plaintiffs were not exempt to the State's Minimum Wage Order. Defendants were aware
4 of their obligation to pay the minimum wage for each hour worked but failed to do so.

5 35. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
7 the extent pertinent as if set forth here in full.

8 **THIRD CAUSE OF ACTION**
9 **MEAL PERIOD VIOLATIONS**
10 **(As to all Defendants)**

11 36. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 35 as though fully
12 set forth herein.

13 37. An employer must provide an employee a meal period in accordance with the
14 applicable Wage Order, and California Labor Code sections 226.7 and 512.

15 38. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 7, section
16 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
17 minutes for each work period of more than five (5) hours.

18 39. California Labor Code section 512 and Wage Order No. 7 section 11(B) further
19 provide that employers may not employ employees for a work period for more than ten (10) hours
20 per day without providing the employee with a second meal period of at least thirty (30) minutes.
21 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
22 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
23 (1) hour of pay at their regular rate of compensation for each meal period not provided.

24 40. Defendants employed Plaintiffs and similarly situated employees for periods of more
25 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
26 period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more
27 than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated
28 employees to take their first meal period before the completion of their fifth hour of work and failed
to allow Plaintiffs and similarly situated employees to take their second meal period before the

1 completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive
2 their rights to all meal periods throughout their employment.

3 41. Defendants further failed to pay Plaintiffs and similarly situated employees the
4 applicable meal period premiums for any such missed meal breaks.

5 42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
6 employees have been damaged as stated in the section below entitled "DAMAGES," which is
7 incorporated here to the extent pertinent as if set forth here in full.

8 **FOURTH CAUSE OF ACTION**
9 **REST PERIOD VIOLATIONS**
(As to all Defendants)

10 43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully
11 set forth herein.

12 44. An employer must provide an employee a rest period in accordance with the
13 applicable Wage Order and California Labor Code section 226.7.

14 45. California Labor Code section 226.7 and Wage Order No. 7, section 12(A) require an
15 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
16 four (4) hours or a major fraction thereof.

17 46. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly
18 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
19 they worked more than four (4) hours or a major fraction thereof.

20 47. Defendants further failed to pay Plaintiffs and similarly situated employees the
21 applicable rest period premiums for any such missed rest periods.

22 48. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FIVE CAUSE OF ACTION**
26 **WAGE STATEMENT VIOLATIONS**
(As to all Defendants)

27 49. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 48 as though fully
28 set forth herein.

1 50. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semimonthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee, except for*
4 *any employee whose compensation is solely based on a salary and who is*
5 *exempt from payment of overtime under subdivision (a) of Section 515 or*
6 *any applicable order of the Industrial Welfare Commission, (3) the*
7 *number of piece-rate units earned and any applicable piece rate if the*
8 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
9 *all deductions made on written orders of the employee may be aggregated*
10 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
11 *period for which the employee is paid, (7) the name of the employee and*
12 *the last four digits of his or her social security number or an employee*
13 *identification number other than a social security number, (8) the name*
14 *and address of the legal entity that is the employer and, if the employer is*
15 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
16 *name and address of the legal entity that secured the services of the*
17 *employer, and (9) all applicable hourly rates in effect during the pay*
18 *period and the corresponding number of hours worked at each hourly rate*
19 *by the employee. The deductions made from payment of wages shall be*
20 *recorded in ink or other indelible form, properly dated, showing the*
21 *month, day, and year, and a copy of the statement and the record of the*
22 *deductions shall be kept on file by the employer for at least three years at*
23 *the place of employment or at a central location within the State of*
24 *California.*

25 51. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
26 itemized statement or failed to provide an accurate and complete itemized statement showing the
27 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
28 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
paystubs also did not accurately itemize Plaintiffs' and similarly situated employees' total hours
worked due to Defendants' policies and practices that resulted in off-the-clock work. Plaintiffs and
similarly situated employees were not able to promptly and easily determine their total hours worked
from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered
confusion over whether they received all wages owed and were prevented from effectively
challenging information on their wage statements.

52. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
employees have been damaged as stated in the section below entitled "DAMAGES," which is
incorporated here to the extent pertinent as if set forth here in full.

SIX CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

53. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 52 as though fully set forth herein.

54. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. See Cal. Lab. Code § 201.

55. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. See Cal. Lab. Code § 202.

56. Plaintiffs and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

57. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. See Cal. Lab. Code § 203.

58. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees' their final wages when their employment terminated yet Defendants still refused to pay the remaining wages owed.

59. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVEN CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

60. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 59 as though fully set forth herein.

61. California Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
2 unlawful."

3 62. Defendants required Plaintiffs and similarly situated employees to use their personal cell
4 phones but failed to reimburse them for such use.

5 63. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
7 the extent pertinent as if set forth here in full.

8 **EIGHTH CAUSE OF ACTION**
9 **UNFAIR COMPETITION**
10 **(As to all Defendants)**

11 64. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 63 as though fully
12 set forth herein.

13 65. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
14 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
15 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See
16 California Business and Professions ("B&P") Code § 17200.

17 66. Plaintiffs and similarly situated employees were not paid all wages owed, including
18 minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for
19 business expenses, during their employment or any time thereafter. Moreover, through Defendants
20 conduct Plaintiffs and similarly situated employees were denied statutory protections regarding meal and
21 rest periods.

22 67. Plaintiffs further alleges that such actions and/or conduct constitute a violation of the
23 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
24 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

25 68. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
26 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to
27 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
28 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

69. Plaintiffs incorporates by reference and re-alleges paragraphs 1 through 68 as though fully set forth herein.

70. Plaintiffs have alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiffs and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Order 14, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code § 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 256 (Failure to Pay Wages When Due, Including Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

71. Plaintiffs seek civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

72. Plaintiffs seek these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

1 73. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
2 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
3 the extent pertinent as if set forth here in full.

4
5 **TENTH CAUSE OF ACTION**
6 **Constructive Discharge And Other Adverse Employment Actions in Violation of Public Policy**
7 **(By Plaintiff Peter Hall Only as to all Defendants)**

8 74. Plaintiff Hall realleges and incorporate by this reference, as though fully set forth herein,
9 the prior paragraphs of this Complaint.

10 75. Throughout his employment, Plaintiff Hall was the recipient of intolerable working
11 conditions that Plaintiff Hall complained about throughout 2021. Plaintiff Hall complained to
12 Defendants' managers, including but not limited to, Defendants' customer Service Center Manager Scott
13 Hayes, regarding Defendants' lack of safety and health protocols and violations of the California Labor
14 Code. Plaintiff Hall complained to Defendants about: no providing potable water of any type, not
15 providing toilet facilities, and hand-washing facilities as there were times Plaintiff Hall was required to
16 work with liquified propane gas. Plaintiff Hall reported he felt these were violations of Cal. Code Regs.
17 Tit. 8 Section 8397.4. Because Defendants failed to provide adequate restrooms Plaintiff Hall and his
18 co-workers were forced to defecate in boxes and outside in Defendants' yard-site. As a result of the
19 working conditions imposed on Plaintiff Hall, on September 3, 2021, Plaintiff Hall made the decision to
20 resign from his employment due to the intolerable working conditions described above and his mental
21 breakdown from the stress and anxiety Defendants workplace placed on him. Plaintiff Hall was
22 subsequently diagnosed with generalized anxiety disorder due to his steep mental decline affiliated with
23 the years of stress caused by Defendants' lack of safety and health protocols at his work-site.

24 76. Defendants through their officers, directors, managing agents, and supervisory
25 employees, intentionally created and knowingly permitted working conditions to exist that were so
26 intolerable that a reasonable person in Plaintiff Hall's position would have had no reasonable alternative
27 except to resign. Plaintiff Hall engaged in protected activity of reporting the illegal workplace
28 conditions as described above to Defendants. Defendants violated the fundamental public policies of the

1 State of California. Plaintiff Hall's anxiety and stress stemming from Defendants' continued lack of
2 work site safety precautions was so substantial that he was unable to return to work.

3 77. As a result of Defendants' actions, Plaintiff Hall has suffered substantial losses in
4 earnings, future earning capacity, and employment benefits and emotional distress in an amount to be
5 determined according to proof at trial.

6 78. In doing the acts herein alleged, Defendants acted with malice and oppression, and with a
7 conscious disregard of Plaintiff Hall's rights, and Plaintiff Hall is entitled to exemplary and punitive
8 damages from Defendants in an amount to be determined to punish Defendants and to deter such
9 wrongful conduct in the future.

10 DAMAGES

11 WHEREFORE Plaintiffs request relief as follows:

- 12 1. A jury trial;
- 13 2. As to the First Cause of Action:
 - 14 a. Wages in an amount to be proven at trial;
 - 15 b. Interest for the wages due pursuant to California Labor Code section 1194;
 - 16 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
17 Code section 1194;
- 18 3. As to the Second Cause of Action:
 - 19 a. Wages in an amount to be proven at trial;
 - 20 b. Interest for the wages due pursuant to California Labor Code section 1194;
 - 21 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
22 Code section 1194;
 - 23 d. Liquidated damages pursuant to California Labor Code section 1194.2;
- 24 4. As to the Third Cause of Action:
 - 25 a. Wages in an amount to be proven at trial;
 - 26 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
27 section 1021.5;
- 28 5. As to the Fourth Cause of Action:

- 1 a. Wages in an amount to be proven at trial;
- 2 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 3 section 1021.5;
- 4 6. As to the Fifth Cause of Action:
- 5 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 6 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 7 violation occurred and one hundred dollars (\$100.00) per employee for each
- 8 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 9 (\$4,000.00);
- 10 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 11 226(e);
- 12 7. As to the Seventh Cause of Action:
- 13 a. An amount to be proven at trial;
- 14 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 15 8. For such other and further relief as this Court may deem just and proper,
- 16 including, but not limited to:
- 17 a. Wages as proved at trial;
- 18 b. Injunctive and Declaratory relief;
- 19 c. Attorney's fees and costs as provided for by law; and
- 20 d. Interest.
- 21 9. As to the Ninth Cause of Action:
- 22 a. For civil penalties as provided in the Labor Code for each enumerated
- 23 violation;
- 24 b. For those Labor Code sections where there is no civil penalty provided for their
- 25 violation, the default penalty provided in Labor Code section 2699(f): for any
- 26 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
- 27 period; For any subsequent violation, two hundred dollars (\$200) for each
- 28 aggrieved employee per pay period;

- 1 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
2 d. For any other remedies as allowed by law and/or deemed appropriate by the
3 Court;

4 10. As to the Tenth Cause of Action:

- 5 a. For all special damages which were sustained as a result of Defendants' conduct,
6 including, but not limited to, back pay, front pay, lost compensation and job
7 benefits that Plaintiff Hall would have received but for the practices of
8 Defendants; and,
9 b. For all exemplary damages, according to proof, which were sustained by Plaintiff
10 Hall as a result of Defendants' conduct.

11 **Shimoda & Rodriguez Law, PC**

12
13 Dated: February 17, 2023

14 By: 

15 Galen T. Shimoda
16 Justin P. Rodriguez
17 Renald Konini
18 Attorneys for Plaintiff Carleton Edwards

19 **Potter Handy LLP**

20 Dated: _____

21 By: _____

22 James M. Treglio
23 Attorneys for Plaintiff Michael Adams

24 **BLUMENTHAL NORDREHAUG BHOWMIK
25 DE BLOUW LLP**

26 Dated: February 17, 2023

27 By: 

28 Aparajit Bhowmik
Jeffrey S. Herman
Sergio J. Puche
Attorneys for Peter Hall

- 1 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
2 d. For any other remedies as allowed by law and/or deemed appropriate by the
3 Court;

4 10. As to the Tenth Cause of Action:

- 5 a. For all special damages which were sustained as a result of Defendants' conduct,
6 including, but not limited to, back pay, front pay, lost compensation and job
7 benefits that Plaintiff Hall would have received but for the practices of
8 Defendants; and,
9 b. For all exemplary damages, according to proof, which were sustained by Plaintiff
10 Hall as a result of Defendants' conduct.

11 **Shimoda & Rodriguez Law, PC**

12
13 Dated: _____

By: _____

14 Galen T. Shimoda
15 Justin P. Rodriguez
16 Renald Konini
17 Attorneys for Plaintiff Carleton Edwards

18 **Potter Handy LLP**

19 Dated: February 17, 2023

By: _____

20 James M. Treglio
21 Attorneys for Plaintiff Michael Adams

22 **BLUMENTHAL NORDREHAUG BHOWMIK**
23 **DE BLOUW LLP**

24 Dated: _____

By: _____

25 Aparajit Bhowmik
26 Jeffrey S. Herman
27 Sergio J. Puche
28 Attorneys for Peter Hall

1 *Edwards v. Suburban Propane, L.P.*
2 *Sacramento County Superior Court of California 34-2022-00314949-CU-OE-GDS*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On March 14, 2023, I served the following documents on the party below:

- 9 • Filed Second Amended Complaint for Damages

10 Efthalia S. Rofos (SBN: 309065) 11 Megan A. Childress (SBN: 266926) 12 LEWIS BRISBOIS BISGAARD & SMITH LLP 13 650 Town Center Drive, Ste. 1400 14 Costa Mesa, CA 92626 15 Telephone: 714-545-9200 16 Facsimile: 714-850-1030 17 Email: Thalia.Rofos@lewisbrisbois.com 18 Megan.Childress@lewisbrisbois.com 19 Erica.Stanford@lewisbrisbois.com	20 Mark D. Potter (SBN: 166317) 21 James M. Treglio (SBN: 228077) 22 POTTER HANDY LLP 23 100 Pine St., Ste 1250 24 San Francisco, CA 94111 25 Telephone: 858-375-7385 26 Facsimile: 888-422-5191 27 Email: mark@potterhandy.com 28 jimt@potterhandy.com
Norman B. Blumenthal (SBN: 068687) Kyle R. Nordrehaug (SBN: 205975) Aparajit Bhowmik (SBN: 248066) Nicholas J. De Blouw (SBN: 280922) BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP 2255 Calle Clara La Jolla, CA 92037 Telephone: 858-551-1223 Facsimile: 858-551-1232 Email: Norm@bamlawca.com DeBlouw@bamlawca.com kyle@bamlawca.com	

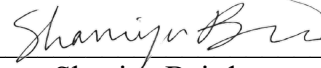
20 [] [By Mail] I am familiar with my employer's practice for the collection and
21 processing of correspondence for mailing with the United States Postal
22 Service and that each day's mail is deposited with the United States Postal
23 Service that same day in the ordinary course of business. On the date set
24 forth above, I served the aforementioned document(s) on the parties in
25 said action by placing a true copy thereof enclosed in a sealed envelope
26 with postage thereon fully prepaid, for collection and mailing on this date,
27 following ordinary business practices, at Elk Grove, California, addressed
28 as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

1 [] [By Overnight Courier] By causing a true copy and/or original thereof to
2 be personally delivered via the following overnight courier service: UPS.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct, and that this declaration was executed on March 14, 2023, at Salt Lake City,
5 Utah.

6 

7 _____
8 Shaniya Baird
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