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Superior Court of California
County of Stanislaus
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Attorneys for Leah Hunter, on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

LEAH HUNTER on behalf of herself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

SIERRA PACIFIC REFRIGERATED
SERVICES LIMITED PARTNERSHIP;
SIERRA PACIFIC REFRIGERATED
SERVICES LLC; and DOES 1-100,

Defendants

Case No. CV-22-001412

**PLAINTIFF LEAH HUNTER'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;**
- 6. Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment;**
- 7. Violation of PAGA for Failure to Reimburse Employees for Business Expenses; and**
- 8. Violation of PAGA for Failure to Provide Sick Days and Failure to Provide Written Notice Setting Forth Amount of Sick Leave Available.**

DEMAND FOR JURY TRIAL

Speiller, Stacy

This case has been assigned to Judge
Dept. 22
Department _____, for all purposes including Trial.

Plaintiff LEAH HUNTER (hereinafter referred to as “Plaintiff”), on behalf herself and all other non-exempt, hourly employees who worked in California (hereinafter referred to as the “Aggrieved Employees”), files this Complaint against Defendants SIERRA PACIFIC REFRIGERATED SERVICES LIMITED PARTNERSHIP and SIERRA PACIFIC REFRIGERATED SERVICES LLC (hereinafter referred to as “Sierra Pacific”) and/or DOES 1-100.

I. INTRODUCTION

1. This is a representative action seeking recovery of penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et. seq., against Sierra Pacific and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a lawsuit on behalf of herself and other current and former employees to address an employer’s violations of the California Labor Code.

2. Sierra Pacific operates storage warehouses that provide refrigerated and frozen warehousing programs and services.

3. Sierra Pacific employs hourly non-exempt employees to work at its warehouses.

4. Sierra Pacific has maintained uniform policies that violate the wage and hour rights of Plaintiff and similarly situated non-exempt employees in the manner complained of herein.

5. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Sierra Pacific and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period; worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest break; were not provided accurate itemized wage statements; were not paid compensation for all time worked at the straight or overtime rate; were not reimbursed for business expenses; and, were not paid waiting time penalties. Plaintiff seeks penalties on behalf of herself and all other Aggrieved Employees of Defendants and/or DOES as provided herein. This Complaint also seeks attorneys’ fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

6. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as “exempt” or primarily employed in an executive, professional, or administrative capacity.

Thus, under California law, Plaintiff and the Aggrieved Employees should be: provided meal

periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; paid compensation for all time worked at the regular or overtime rate; reimbursed for business expenses; and paid penalties for not being paid timely at the time of termination.

7. At all times mentioned herein, Sierra Pacific and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Sierra Pacific and/or DOES develop, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying compensation at time of termination, and timing of payment. Further, Sierra Pacific and/or DOES have the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

8. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Sierra Pacific and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of Sierra Pacific and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
9. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operate industrial facilities, employ hourly employees, conduct business, and commit California Labor Code violations within Stanislaus County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within Stanislaus County. Sierra Pacific

- and/or DOES employ numerous aggrieved employees in California and/or Stanislaus County.
10. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of Sierra Pacific and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of her intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.
11. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the California Labor Code, IWC Wage Orders, Code of Civil Procedure, and Civil Code.
12. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Sierra Pacific and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of Stanislaus, California.

III. THE PARTIES

A. Plaintiff

13. Throughout the Statutory Period, Plaintiff is and was a resident of California. During the Statutory Period, Plaintiff was employed by Sierra Pacific and/or DOES in California and performed work in Stanislaus County. Plaintiff ended her employment with Sierra Pacific and/or DOES on or about April 2, 2021.
14. Plaintiff and the Aggrieved Employees were and are employed in the State of California by the Sierra Pacific and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in a non-exempt, hourly capacity.
15. A notice correspondence showing compliance with California Labor Code Section 2699.3 was sent to the LWDA and Sierra Pacific on January 26, 2022. This notice demonstrates that

Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. The violations alleged in this notice also form the basis for the allegations herein. No notice of cure by Sierra Pacific and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by California Labor Code section 2699.3(a)(2)(C).

B. Sierra Pacific

16. Sierra Pacific operates storage warehouses that provide refrigerated and frozen warehousing programs and services.

17. Sierra Pacific has a strong foothold in California, including the County of Stanislaus.

18. Sierra Pacific employs hourly non-exempt employees to work at its warehouses.

19. Sierra Pacific employed Plaintiff and similarly situated hourly non-exempt employees in California.

20. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

21. Plaintiff is informed and believes each Sierra Pacific acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Sierra Pacific are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

22. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of

Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

23. During all, or a portion, of the one (1) year period before Plaintiff filed notice of her claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Sierra Pacific and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees within the State of California.

24. At all times mentioned herein, Sierra Pacific and/or DOES required Plaintiff and hourly non-exempt employees to work during their lunch periods. Plaintiff and hourly non-exempt employees are expected to clock out and keep working throughout their lunch periods. Sierra Pacific does not pay Plaintiff and hourly non-exempt employees for the work performed during their lunch periods.

25. At all times mentioned herein, Sierra Pacific and/or DOES did not give employees the opportunity to take their first meal breaks before the end of the fifth hour of work. Instead, Sierra Pacific told Plaintiff and hourly non-exempt employees to take their first meal breaks before the end of the sixth hour of work.

26. At all times mentioned herein, required employees to clock out at their eighth hour of work but keep performing services off the clock to keep overtime hours down. Specifically, Sierra Pacific only paid Plaintiff and hourly non-exempt employees for eight hours per day or forty hours per week even though the actual hours worked are in excess of eight hours per day or forty hours per week.

27. At all times mentioned herein, Sierra Pacific and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

28. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by

1 failing to provide compensation for these unprovided meal periods, Sierra Pacific and/or DOES
2 willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 9-2001,
3 and California Code of Regulations, Section 11040(11). In addition, Sierra Pacific and/or
4 DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal
5 period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

6 29. At all times mentioned herein, Sierra Pacific and/or DOES knew and/or should have known
7 that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to
8 take legally compliant rest periods in a timely manner or payment of one hour of pay as
9 additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when
10 they were not authorized and/or permitted to take a legally compliant rest period.

11 30. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction
12 thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide
13 compensation for these periods, Sierra Pacific and/or DOES willfully violate the provisions of
14 Labor Code section 226.7, IWC Wage Order No. 9-2001, and California Code of Regulations,
15 Section 11040(12).

16 31. At all times mentioned herein, Sierra Pacific and/or DOES and/or their officers and/or
17 managing agents have had a consistent policy and/or practice of adopting an absence control
18 policy that counts sick leave taken as an unauthorized absence that may result in discipline,
19 discharge, demotion, or termination, in direct violation of California's state wage and hour
20 laws.

21 32. At all times mentioned herein, Sierra Pacific and/or DOES have failed to comply with Labor
22 Code sections 233, 234, and 246 by adopting an absence control policy that counts sick leave
23 taken as an unauthorized absence that may result in discipline, discharge, demotion, or
24 termination, and failed to itemize the amount of accrued/available sick leave on wage
25 statements for Plaintiff and Aggrieved Employees.

26 33. At all times mentioned herein, and through uniform policies applicable to all non-exempt
27 employees and/or other workers with similar job designations or titles, Sierra Pacific and/or
28 DOES fail to reimburse non-exempt employees and/or other workers with similar job

- 1 designations or titles for all work-related expenses incurred for business purposes.
- 2 34. At all times mentioned herein, Sierra Pacific and/or DOES fail to pay all wages owed to
- 3 Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay
- 4 wages during employment.
- 5 35. At all times mentioned herein, Sierra Pacific and/or DOES knew and/or should have known
- 6 that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay
- 7 statements in accordance with California law.
- 8 36. At all times mentioned herein, Sierra Pacific and/or DOES knew and/or should have known
- 9 that they were not providing complete and accurate pay statements in accordance with
- 10 California law to Plaintiff and the Aggrieved Employees.
- 11 37. At all times mentioned herein, Sierra Pacific and/or DOES and/or their officers and/or
- 12 managing agents have had a consistent policy and/or practice of failing to itemize the amount
- 13 of accrued/available sick leave non-exempt employees or similar job designations and titles,
- 14 and/or other workers with similar job designations or titles, have on wage statements each pay
- 15 period.
- 16 38. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
- 17 they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with
- 18 California law, and that Sierra Pacific and DOES have the ability to pay such compensation,
- 19 but willfully and intentionally failed to do so, and Defendant and DOES falsely represent to
- 20 Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the
- 21 Aggrieved Employees.
- 22 39. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
- 23 Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination.
- 24 Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal
- 25 period premiums, and/or rest period premiums owed at the time of termination.
- 26 40. At all times mentioned herein, Sierra Pacific and/or DOES fail to pay Plaintiff and the
- 27 Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours
- 28 of their resignation and have failed to pay those sums for thirty (30) days thereafter.

1 41. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all
2 Sierra Pacific's non-exempt employees employed in California beginning one year prior to the
3 date Plaintiff sent notice to the LWDA.

4 42. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
5 respect to the issues or in any other way.

6 **FIRST CAUSE OF ACTION AGAINST SIERRA PACIFIC AND/OR DOES: Violation of the**
7 **PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).**

8 43. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
9 as if fully plead.

10 44. Sierra Pacific and/or DOES have had a continuous policy of not paying Plaintiff and the
11 Aggrieved Employees for all hours worked.

12 45. It is fundamental that an employer must pay its employees for the time worked. California
13 Labor Code section 222 prohibits the withholding on part of a wage. California Labor Code
14 section 223 prohibits the payment of less than a statutory or contractual wage scale. California
15 Labor Code sections 1194-1197.1 prohibit the payment of less than the minimum wage.
16 California Labor Code section 224 only permits deductions from wages when the employer is
17 required or empowered to do so by state or federal law or when the deduction is expressly
18 authorized in writing by the employee for specified purposes that do not in effect reduce the
19 agreed upon wage.

20 46. Section 1197.1 of the California Labor Code states "[a]ny employer or other person acting
21 individually as an officer, agent, or employee of another person, who pays or causes to be paid
22 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
23 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
24 damages payable to the employee, and any applicable penalties pursuant to Section 203."

25 47. Sierra Pacific and/or DOES have had a continuous policy of not paying Plaintiff and those
26 similarly situated for all hours worked. For example, Sierra Pacific has not paid for all the time
27 Plaintiff and the Aggrieved Employees worked throughout the day, including, but not limited
28 to time employees were clocked out for a meal period but were subject to the control of Sierra

Pacific and all other time during which Aggrieved Employees are subject to the control of Sierra Pacific and/or suffered or permitted to work during periods of time for which Sierra Pacific is not paying them. Failing to pay for all hours worked while under Sierra Pacific control and/or while suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being deprived of straight time wages throughout the Statutory Period.

48. Further, Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that Sierra Pacific and/or DOES breach the legal duty to pay full wages to Plaintiff and the Aggrieved Employees by failing to pay employees for meal period time when employees were not relieved of all duties and employer control.

49. Sierra Pacific and/or DOES have a continuous and consistent policy of requiring Plaintiff and those similarly situated non-exempt employees to remain on premises during unpaid meal periods. Plaintiff and the proposed Aggrieved Employees are thus not free to use the time effectively for their own purposes, and, under well-established California law, must be compensated for such meal periods at the regular rate.

50. Further, Sierra Pacific and/or DOES require employees to clock out at their eighth hour of work but keep performing services off the clock. Sierra Pacific and/or DOES only pay Plaintiff and non-exempt employees for eight hours per day or forty hours per week even though the actual hours worked are in excess of eight hours per day or forty hours per week. As such, Plaintiff and non-exempt employees are owed wages for hours worked in excess of eight (8) hours in a day and of forty (40) hours in a week.

51. Moreover, Sierra Pacific and/or DOES do not pay Plaintiff and non-exempt employees for the time it takes them before clocking in and after clocking out to walk through Sierra Pacific's and/or DOES' large facility to clock in and out. Sierra Pacific's and/or DOES' facility is approximately three to four blocks long and Sierra Pacific and/or DOES only have one time clock in the breakroom. All employees have to use this time clock. It takes Plaintiff and non-exempt employees approximately three to five minutes to reach time the clock to clock in after badging in to get through the gate at the beginning of their shifts. It also takes Plaintiff and non-exempt employees approximately three to five minutes to reach the gate after clocking out

at the time clock at the end of their shifts. Plaintiff and non-exempt employees are not paid for this time.

52. In addition, Plaintiff and non-exempt employees are not paid for time they have to perform work while off the clock. For example, Plaintiff and non-exempt employees are called in after hours to lock up the facility if someone forgot their key. Plaintiff and non-exempt employees are not paid for this time. Plaintiff and non-exempt employees are also not paid for the time they have to field phone calls from other employees while off the clock.

53. Failing to pay for all hours worked while under Sierra Pacific's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time wages.

54. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

55. Plaintiff and the Aggrieved Employees were employed by Sierra Pacific and/or DOES at all relevant times. Sierra Pacific and/or DOES were required to compensate Plaintiff and the Aggrieved Employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

56. Sierra Pacific and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.

57. These claims are on behalf of all the non-exempt employees employed in California by Sierra Pacific and/or DOES.

58. Plaintiff, as former "non-exempt" employee of Sierra Pacific and/or DOES who Sierra Pacific and/or DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.

59. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as

1 set forth in California Labor Code section 2699.5, which provides that section 2699.3(a)
2 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and
3 1199.

4 60. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
5 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
6 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
7 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars
8 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
9 California Labor Code section 2699(f)(2).

10 61. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
11 Employees, seeks penalties pursuant to California Labor Code section 558 for violations
12 pursuant to this chapter or any provisions regulating hours and days of the week of the
13 Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

14 **SECOND CAUSE OF ACTION AGAINST SIERRA PACIFIC AND/OR DOES: Violation of**
15 **the PAGA for Failure to Pay All Overtime Wages Owed**

16 62. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
17 as if fully plead.

18 63. California Labor Code section 510 states that eight hours of labor constitutes a day's work.
19 Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
20 one workweek and the first eight hours worked on the seventh day of work in any one
21 workweek shall be compensated at the rate of no less than one and one-half times the regular
22 rate of pay for an employee.

23 64. California Labor Code section 510 dictates that any work in excess of 12 hours in one day shall
24 be compensated at the rate of no less than twice the regular rate of pay for an employee. In
25 addition, any work in excess of eight hours on any seventh day of a workweek shall be
26 compensated at the rate of no less than twice the regular rate of pay of an employee.

27 65. Sierra Pacific and/or DOES fail to pay overtime when employees worked over eight (8) hours
28 per day and when employees worked over 40 hours per week.

1 66. have had a continuous policy of not paying Plaintiff and those similarly situated for all hours
2 worked. For example, Sierra Pacific has not paid for all the time Plaintiff and the Aggrieved
3 Employees worked throughout the day, including, but not limited to time non-exempt
4 employees were clocked out for a meal period but were subject to the control of Sierra Pacific
5 and all other time during which Aggrieved Employees are subject to the control of Sierra
6 Pacific and/or suffered or permitted to work during periods of time for which Sierra Pacific is
7 not paying them. Failing to pay for all hours worked while under Sierra Pacific's control and/or
8 while suffered or permitted to work has resulted in Plaintiff and Aggrieved employees being
9 deprived of overtime wages throughout the Statutory Period.

10 67. Sierra Pacific and/or DOES have a continuous and consistent policy of requiring Plaintiff and
11 those similarly situated non-exempt employees to remain on premises during unpaid meal
12 periods. Plaintiff and the Aggrieved Employees are thus not free to use the time effectively for
13 their own purposes, and, under well-established California law, must be compensated for such
14 meal periods at the appropriate overtime rate. Plaintiff and the Aggrieved Employees routinely
15 worked shifts that were eight or more hours, excluding the unpaid meal period during which
16 they were subject to the on-premises requirement. Thus, without being compensated anything
17 for these meal periods, Plaintiff and Aggrieved Employees were not paid all for all overtime
18 hours worked.

19 68. Further, Sierra Pacific and/or DOES require employees to clock out at their eighth hour of
20 work but keep performing services off the clock. Sierra Pacific and/or DOES only pay Plaintiff
21 and non-exempt employees for eight hours per day or forty hours per week even though the
22 actual hours worked are in excess of eight hours per day or forty hours per week. As such,
23 Plaintiff and non-exempt employees are owed wages for hours worked in excess of eight (8)
24 hours in a day and of forty (40) hours in a week.

25 69. Moreover, Sierra Pacific and/or DOES do not pay Plaintiff and non-exempt employees for the
26 time it takes them before clocking in and after clocking out to walk through Sierra Pacific's
27 and/or DOES' large facility to clock in and out. Sierra Pacific's and/or DOES' facility is
28 approximately three to four blocks long and Sierra Pacific and/or DOES only have one time

1 clock in the breakroom. All employees have to use this time clock. It takes Plaintiff and non-
2 exempt employees approximately three to five minutes to reach time the clock to clock in after
3 badging in to get through the gate at the beginning of their shifts. It also takes Plaintiff and
4 non-exempt employees approximately three to five minutes to reach the gate after clocking out
5 at the time clock at the end of their shifts. Plaintiff and non-exempt employees are not paid for
6 this time.

7 70. In addition, Plaintiff and non-exempt employees are not paid for time they have to perform
8 work while off the clock. For example, Plaintiff and non-exempt employees are called in after
9 hours to lock up the facility if someone forgot their key. Plaintiff and non-exempt employees
10 are not paid for this time. Plaintiff and non-exempt employees are also not paid for the time
11 they have to field phone calls from other employees while off the clock.

12 71. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
13 unpaid wages, and lost interest on such wages, and expenses.

14 72. These claims are on behalf of all the non-exempt employees employed in California by Sierra
15 Pacific and/or DOES.

16 73. Plaintiff, as a representative of the people of the State of California, will seek any and all
17 penalties otherwise capable of being collected by the Labor commission and/or the Department
18 of Labor Standards Enforcement (DLSE) for violations of California Labor Code section 510.

19 74. Plaintiff, as a representative of the people of the State of California, will seek all penalties
20 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
21 each of the following, as set forth in California Labor Code section 2699.5, which provides
22 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
23 226.7, 512 and 518.

24 75. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
25 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
26 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
27 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars
28 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per

California Labor Code section 2699(f)(2).

76. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST SIERRA PACIFIC AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

77. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

78. Under California Labor Code section 512, and IWC Wage Order 9-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

79. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

80. Under California Labor Code section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

81. Sierra Pacific and/or DOES have a consistent policy and/or practice of not providing meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof.

82. Sierra Pacific and/or DOES institute a consistent policy/practice of not providing first meal

1 periods before the end of the fifth hour of work to Plaintiff and non-exempt employees and/or
2 providing compensation in lieu thereof. Specifically, Plaintiff and non-exempt employees
3 were told that they are required to take their first meal periods before the end of the sixth hour
4 of work. Therefore, Sierra Pacific and/or DOES did not provide timely meal periods to Plaintiff
5 and non-exempt employees.

6 83. Sierra Pacific and/or DOES based meal period time on rounded time punches, thereby
7 depriving Plaintiff and the Aggrieved Employees of full thirty (30) minute meal periods.

8 84. Sierra Pacific and/or DOES have a consistent policy and/or practice of requiring Plaintiff and
9 the Aggrieved Employees to work at least five (5) hours without a meal period and failing to
10 pay such employees one (1) hour of pay at the employees' regular rate of compensation for
11 each workday that the meal period is not provided, or other compensation in lieu thereof, as
12 required by California's state wage and hour laws.

13 85. Further, Sierra Pacific and/or DOES breach the legal duty to provide meal periods to
14 employees by imposing a continuous and consistent policy requiring Plaintiff and the
15 Aggrieved Employees to work through their meal periods to satisfy the demanding workload
16 duties imposed by Sierra Pacific and/or DOES, thereby denying Plaintiff and the Aggrieved
17 Employees of the right to be completely free from employer control under California law.
18 Plaintiff and the Aggrieved Employees were not free of all work duties and/or employer control
19 during meal periods, including the demand that employees be ready and available to take work
20 calls during meal periods.

21 86. Sierra Pacific and/or DOES fail to keep records of when Plaintiff and the Aggrieved
22 Employees took meal periods.

23 87. Throughout the statutory period, Sierra Pacific and/or DOES valued productivity over
24 providing meal periods and, because of this, meal breaks were not priorities to Sierra Pacific
25 and/or DOES.

26 88. Sierra Pacific and/or DOES have a consistent policy and/or practice of not providing second
27 meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu
28 thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second

- meal periods when they worked ten (10) to twelve (12) hours.
89. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Sierra Pacific and/or DOES willfully violate the provisions of the California Labor Code section 226.7 and 512.
90. These claims are on behalf of all the non-exempt employees employed in California by Sierra Pacific and/or DOES.
91. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5 for violations of California Labor Code sections 226.7 and 512.
92. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Sierra Pacific and/or DOES willfully violate the provisions of California Labor Code sections 226.7 and 512, and IWC Wage Order No. 9-2001.
93. As a result of the unlawful acts of Sierra Pacific and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.
94. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.
95. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.
96. During the relevant time period, Sierra Pacific and/or DOES fail to pay Plaintiff and the

- 1 Aggrieved Employees the full meal period premium due pursuant to California Labor Code
2 section 226.7.
- 3 97. Sierra Pacific's and/or DOES' conduct violates applicable IWC Wage Order 9-2001 and
4 California Labor Code sections 226.7 and 512(a).
- 5 98. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
6 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
7 has satisfied all prerequisites to serve as a representative of the general public to enforce
8 California's labor laws, and the penalty provisions identified in California Labor Code section
9 2699.5.
- 10 99. Plaintiff, as a representative of the people of the State of California, will seek all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in California Labor Code section 2699.5, which provides
13 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
14 226.7, 512 and 518.
- 15 100. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
16 behalf of herself and the other aggrieved employees, seeks recovery of applicable civil
17 penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
18 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars
19 (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per
20 California Labor Code section 2699(f)(2).
- 21 101. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
22 employees, seeks penalties pursuant to California Labor Code Section 558 for violations
23 pursuant to this chapter or any provisions regulating hours and days of the week of the
24 Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).
- 25 **FOURTH CAUSE OF ACTION AGAINST SIERRA PACIFIC AND/OR DOES: Violation of**
26 **the PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).**
- 27 102. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
28 as if fully plead.

- 1 103. Industrial Welfare Commission Order No. 9-2001 section 12(A) states “[e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be
3 in the middle of each work week period. The authorized rest period time shall be based on the
4 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
5 fraction thereof.”
- 6 104. At all times mentioned herein, Sierra Pacific and/or DOES fail to authorize and/or permit rest
7 period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time
8 per four (4) hours or major fraction thereof.
- 9 105. Sierra Pacific’s and/or DOES’ business model was such that Aggrieved Employees were
10 assigned too much work that could not be reasonably completed within their assigned shift,
11 resulting in Aggrieved Employees routinely and regularly being forced to work through their
12 rest periods.
- 13 106. Sierra Pacific and/or DOES breach the legal duty to provide rest periods to employees by
14 imposing a continuous and consistent policy of requiring Plaintiff and non-exempt employees
15 to work through their rest periods.
- 16 107. In addition, Sierra Pacific and/or DOES state when employees are able to take rest periods. If
17 employees miss this time, employees are not allowed to take a rest period.
- 18 108. Moreover, Sierra Pacific and/or DOES require employees to be ready at all times for work
19 calls and issues that might arise during rest periods. Plaintiff and non-exempt employees are
20 required to always be ready to respond to a work phone call during rest periods. In doing so,
21 Sierra Pacific and/or DOES deny Plaintiff and non-exempt employees of the right to be
22 completely free from employer control during rest periods. As such, Plaintiff and non-exempt
23 employees were not free of all work duties and/or employer control during rest periods.
- 24 109. Throughout the statutory period, Sierra Pacific and/or DOES have a pattern and practice of
25 assigning too much work to be completed in too short of time frames, resulting in Plaintiff and
26 those similarly situated not to take rest periods.
- 27 110. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
28 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for

these unprovided rest periods, as alleged above, Sierra Pacific and/or DOES willfully violate the provisions of California Labor Code section 226.7.

111. These claims are on behalf of all non-exempt employees employed in California by Sierra Pacific and/or DOES.

112. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5 for violations of California Labor Code section 226.7.

113. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.

114. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7 and 518.

115. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

116. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the

Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).
**FIFTH CAUSE OF ACTION AGAINST SIERRA PACIFIC AND/OR DOES: Violation of the
PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage
Statement Provisions (California Labor Code §2698 et. seq.).**

117. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

118. California Labor Code section 226(a) requires Sierra Pacific and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and the Aggrieved Employees. California Labor Code section 226(a) requires Sierra Pacific and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees, either as an detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (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 only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee....”

119. California Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

120. Sierra Pacific and/or DOES have knowingly and intentionally failed to comply with California

Labor Code section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved Employees.

121. California Labor Code section 1174 requires Sierra Pacific and/or DOES to maintain and preserve, in a centralized location, records showing the daily hours worked by and the wages paid to its employees. Sierra Pacific and/or DOES have knowingly and intentionally failed to comply with California Labor Code section 1174. The failure of Sierra Pacific and/or DOES, and each of them, to comply with California Labor Code section 1174 is unlawful pursuant to California Labor Code section 1175.

122. Sierra Pacific and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 9-2001(7), and Cal. Code Regs., Title 8 section 11090 - showing, among other things, the total daily hours worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

123. Sierra Pacific and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements which show: (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee[.]” California Labor Code section 226(a).

124. California Labor Code section 226, subsection (a), also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be

kept on file by the employer for at least three years at the place of employment or at a central location within the State of California” to itemize in wage statements and to accurately report the total hours worked and total wages earned.

125. Sierra Pacific and/or DOES knowingly and intentionally did not include the gross wages earned on wage statements. Sierra Pacific therefore knowingly and intentionally failed to itemize the gross wages earned on Plaintiff’s and the Aggrieved Employees’ wage statements.

126. In every pay period during the period of the relevant statute of limitations, Sierra Pacific and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as California Labor Code section 226, subsection (a), requires. In every pay period during the period of the relevant statute of limitations, Sierra Pacific and/or DOES knowingly and intentionally did not include the total hours worked on wage statements. Sierra Pacific and/or DOES therefore knowingly and intentionally fail to itemize the total hours worked on Plaintiff’s and the Aggrieved Employees’ wage statements.

127. Sierra Pacific and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as Labor Code section 226, subsection (a), requires. In every pay period during the period of the relevant statute of limitations, Sierra Pacific and/or DOES knowingly and intentionally did not include the total hours worked on wage statements. On none of the wage statements provided to Plaintiff and non-exempt employees did Sierra Pacific and/or DOES include the hours on meal periods that were not free of all duties and Sierra Pacific’s and/or DOES’ control. Sierra Pacific and/or DOES expect Plaintiff and non-exempt employees to keep their phones with them and to respond to any calls that come in during these unpaid meal periods but fail to pay for such time at the straight-time or overtime rate. Further, the hours worked do not include time Plaintiff and non-exempt employees worked over eight (8) in a day and forty (40) in a week. In addition, the hours worked do not include time Plaintiff and non-exempt employees spent performing work duties while off the clock. Sierra Pacific and/or DOES therefore knowingly and intentionally fail to itemize the total hours worked on Plaintiff’s and the non-exempt employees’ wage statements.

128. Additionally, Sierra Pacific and/or DOES have had a continuous policy of not paying Plaintiff

1 and the Aggrieved Employees for all hours worked in that Sierra Pacific and/or DOES
2 continuously and consistently clock Plaintiff and the Aggrieved Employees out for a thirty (30)
3 minute meal period and/or otherwise recorded a meal period, even though Plaintiff and the
4 Aggrieved Employees work through their meal periods and/or were unable to take meal
5 periods. Thus, Sierra Pacific and/or DOES shave/steal earned wages from Plaintiff and the
6 Aggrieved Employees every day they work without a meal period and have time deducted.

7 129. In every pay period during the period of the relevant statute of limitations, Sierra Pacific and/or
8 DOES knowingly and intentionally did not include the net wages earned on wage statements.

9 130. As a result of the knowing and intentional failure by Sierra Pacific and/or DOES to comply
10 with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees
11 have been able to reconstruct only a reasonable estimate of the hours worked and have,
12 therefore, not received full compensation.

13 131. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to provide accurate
14 and itemized wage statements, is an aggrieved employee with standing to bring an action under
15 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public
16 to enforce California's labor laws, and the penalty provisions identified in *California Labor*
17 *Code* section 2699.5.

18 132. Plaintiff, as a representative of the people of the State of California, will seek all penalties
19 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
20 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
21 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
22 226, 1174, 1199.

23 133. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
24 herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
25 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
26 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
27 Employee per pay period for each subsequent violation, per *California Labor Code* section
28 2699(f)(2).

1 134. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
2 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
3 pursuant to this chapter or any provisions regulating hours and days of the week of the
4 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

5 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
6 **PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor**
7 **Code §2698 et. seq.).**

8 135. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
9 as if fully plead.

10 136. Sierra Pacific and/or DOES and/or their officers and/or managing agents willfully failed to
11 pay, in a timely manner, wages owed to the Aggrieved Employees who left Sierra Pacific's
12 and/or DOES' employ or who were terminated.

13 137. Aggrieved Employees who ended their employment with Sierra Pacific and/or DOES during
14 the last year were entitled to be promptly paid all lawful compensation, and other premiums,
15 as required by California Labor Code sections 201 through 203.

16 138. At all relevant times, California Labor Code sections 201 and 202 provide that if an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and
18 payable immediately, and if an employee quits his or her employment, his or her wages shall
19 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
20 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
21 employee is entitled to his or her wages at the time of quitting.

22 139. During the relevant time period, Sierra Pacific and/or DOES intentionally and willfully fail to
23 pay the Aggrieved Employees who are no longer employed by Sierra Pacific and/or DOES
24 their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Sierra
25 Pacific's and/or DOES' employ.

26 140. Sierra Pacific's and/or DOES' failure to pay the Aggrieved Employees who are no longer
27 employed by Sierra Pacific and/or DOES their wages, that were earned and unpaid, within
28 seventy-two (72) hours of their leaving Defendants' and/or DOES' employ, is in violation of

- California Labor Code sections 201 and 202.
141. California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with California Labor Code sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.
142. Plaintiff, as a non-exempt employee who Sierra Pacific and/or DOES fail to pay all wages, failed to provide a minimum statutory first and/or second meal periods, and failed to provide paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.
143. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.
144. These claims are on behalf of all non-exempt, hourly employees employed by Sierra Pacific and/or DOES in California.
145. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).
146. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code section 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST SIERRA PACIFIC AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Reimburse for Business Expenses (California Labor Code §2698 et. seq.).

147. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

148. California Labor Code section 2802(a) requires “[a]n employer [to] 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.”

149. Plaintiff and the Aggrieved Employees incurred expenses in the discharge of their duties without reimbursement from Sierra Pacific and/or DOES. Sierra Pacific and/or DOES, for example, fails to reimburse for all work-related expenses, such as, but not limited to, using their personal cell phones for business purposes.

150. California Labor Code section 2802(a) entitles Plaintiff and the Aggrieved Employees to reimbursement for said necessary expenditures, plus interest and expenses.

151. These claims are on behalf of all the non-exempt employees employed in California by Sierra Pacific and/or DOES.

152. Plaintiff, as a non-exempt employee who Sierra Pacific and/or DOES fail reimburse for business expenses, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in California Labor Code section 2699.5 for violations of California Labor Code section 2802.

153. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

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EIGHTH CAUSE OF ACTION AGAINST SIERRA PACIFICS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Paid Sick Days and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available (California Labor Code §2698 et. seq.).

154. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

155. Section 246(a)(1) of the California Labor Code states: “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 as specified in this section.”

156. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

157. Section 233(c) of the California Labor Code states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

158. Section 233(d) of the California Labor Code provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

159. Section 234 of the California Labor Code further forbids employers from adopting an “absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.”

160. Sierra Pacific and/or DOES operate under an absence control policy that counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in discipline,

1 discharge, demotion, or termination. Thus, Sierra Pacific's and/or DOES' sick pay policy
2 punishes Plaintiff and Aggrieved Employees by way of suspension and/or termination for use
3 of protected and appropriate sick leave.

4 161. Further, Sierra Pacific's and/or DOES' sick pay policy fails to pay sick pay for all appropriate
5 and protected purposes enumerated in Labor Code section 233, 234, and 246, and Sierra Pacific
6 and/or DOES fail to itemize the amount of accrued/available sick leave Plaintiff and Aggrieved
7 Employees have on wage statements each pay period.

8 162. Section 246(i) of the California Labor Code states, "[a]n employer shall provide an employee
9 with written notice that sets forth the amount of sick leave available, or paid time off an
10 employer provides in lieu of sick leave, for use on either the employee's itemized wage
11 statement described in Section 226 or in a separate writing provided on the designated pay date
12 with the employee's payment of wages."

13 163. Sierra Pacific and/or DOES fail to itemize sick leave available, or paid time off an employer
14 provides in lieu of sick leave, for us on Plaintiff's and the Aggrieved Employees' itemized
15 wage statements or in a separate writing provided on the designated pay date with the
16 employee's payment of wages.

17 164. Section 246(k) of the California Labor Code states, "[a]n employee may determine how much
18 paid sick leave they need to use, provided that an employer may set a reasonable minimum
19 increment, not to exceed two hours, for use of paid sick leave."

20 165. Sierra Pacific and/or DOES require Plaintiff and the Aggrieved Employees to use paid sick
21 leave in increments of four (4) or eight (8) hours in violation of California Labor Code § 246(k).

22 166. Sierra Pacific's and/or DOES' sick pay policy fails to pay sick pay for all appropriate and
23 protected purposes enumerated in Labor Code sections 233, 234, 246, and 246.5, and Sierra
24 Pacific and/or DOES fail to itemize the amount of accrued/available sick leave employees have
25 on wage statements each pay period.

26 167. As a result of the unlawful acts of Sierra Pacific and/or DOES, Plaintiff and the Aggrieved
27 Employees he seeks to represent have been incurred damages, in amounts to be determined at
28 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,

- attorneys' fees and costs, pursuant to Labor Code section 233(e).
168. These claims are on behalf of all non-exempt employees employed by Sierra Pacific and/or DOES in California.
169. Plaintiff, as a non-exempt employee who was subject to Sierra Pacific's and/or DOES' unlawful sick pay/paid time off policy, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5 for violations of the California Labor Code sections 233, 234, 246, and 246.5.
170. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against Sierra Pacific and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under California Labor Code sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide compliant meal periods;
- C. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;
- D. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide all rest periods;
- E. For all statutory penalties provided under California Labor Code for each pay period during which an employee was underpaid due to failure to provide paid rest periods;
- F. For penalties as provided, per each violation, by the PAGA, California Labor Code section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;

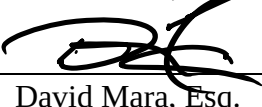
- 1 G. For penalties as provided, per each violation, by the PAGA, California Labor Code section
2 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 3 H. For penalties as provided, per each violation, by the PAGA, California Labor Code section
4 2699, et. seq. for failure to timely pay wages at separation;
- 5 I. For penalties as provided, per each violation, by the PAGA, California Labor Code section
6 2699, et. seq. for failure to reimburse employees for business expenses;
- 7 J. For penalties as provided, per each violation, by the PAGA, California Labor Code section
8 2699, et. seq. for failure to adopt a lawful sick pay policy; and
- 9 K. For reasonable attorneys' fees and costs under the PAGA, California Labor Code section
10 2699(g)(1).

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a jury trial as to liability.

13
14 **MARA LAW FIRM, PC**

15 Date: April 1, 2022

Signed:  _____

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff LEAH HUNTER, on
behalf of herself and all others similarly
situated, and on behalf of the general public