

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
Christina M. Le, Esq. (SBN 237697)
Paolo Policastro, Esq. (SBN 359731)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
cle@lelawfirm.com
ppolicastro@lelawfirm.com

Attorneys for Plaintiff CEDRIC RANDALL JR.,
on behalf of himself and others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
9/22/2025 11:59 AM
By: Kristin Breeden, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

CEDRIC RANDALL JR., on behalf of himself
and others similarly situated,

Plaintiff,

vs.

PACE SUPPLY CORP.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: SCV-270480

CLASS AND PAGA ACTION

**PLAINTIFF CEDRIC RANDALL JR.'S
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES AT THE REGULAR
RATE OF PAY FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO PAY WAGES FOR
ACCRUED PAID SICK DAYS
AT THE REGULAR RATE OF
PAY IN VIOLATION OF
LABOR CODE SECTION 246**
- 4. FAILURE TO AUTHORIZE OR
PERMIT MEAL BREAKS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**

5. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
6. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
7. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
8. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
9. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
10. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
11. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTIONS 2698, ET SEQ**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff CEDRIC RANDALL JR. (“Plaintiff”), who alleges and complains against Defendants PACE SUPPLY CORP.; and DOES 1 to 100, inclusive (collectively, “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to

1 pay minimum wages, failure to pay overtime wages at the regular rate of pay, failure to pay wages
2 for accrued paid sick days at the regular rate of pay, failure to authorize or permit all legally required
3 and compliant meal periods or pay meal premium wages, failure to authorize or permit all legally
4 required and compliant rest periods or pay rest period premium wages; indemnification for all
5 necessary expenditures or losses incurred by employees in direct consequence of discharging their
6 duties; statutory penalties for failure to timely pay earned wages during employment; statutory
7 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
8 form of continuation wages for failure to timely pay employees all wages due upon separation of
9 employment; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to
10 Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and
11 others similarly situated.

12 2. In response to the COVID-19 pandemic, the Judicial Council of California enacted
13 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
14 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
15 tolled from April 6, 2020, until October 1, 2020.

16 3. This is also a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
17 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
18 and other current and former aggrieved employees of Defendants who worked as hourly non-
19 exempt employees in California during the relevant time period seeking civil penalties associated
20 with Defendants’ violation of the Labor Code based on Defendants’ failure to pay minimum
21 wages, failure to pay overtime wages at the regular rate of pay, failure to pay wages for accrued
22 paid sick days at the regular rate of pay, failure to authorize or permit all legally required and
23 compliant meal periods or pay meal premium wages, failure to authorize or permit all legally
24 required compliant rest periods or pay rest period premium wages; indemnification for all
25 necessary expenditures or losses incurred by employees in direct consequence of discharging their
26 duties, statutory penalties for failure to timely pay earned wages during employment, statutory
27 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
28 form of continuation wages for failure to timely pay employees all wages due upon separation of

1 employment. Plaintiff seeks, on a representative basis, following notice to the Labor and
2 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
3 Code section 2699(g)(1), and costs brought on behalf of Plaintiff, the State of California, and
4 others aggrieved.

5 **II. JURISDICTION AND VENUE**

6 4. This Court has jurisdiction over Plaintiff's and putative class members' claims for
7 failure to authorize or permit all legally required and compliant rest periods or pay rest period
8 premium wages; indemnification for all necessary expenditures or losses incurred by employees in
9 direct consequence of discharging their duties; statutory penalties for failure to timely pay earned
10 wages during employment; statutory penalties for failure to provide accurate wage statements;
11 statutory waiting time penalties in the form of continuation wages for failure to timely pay
12 employees all wages due upon separation of employment; and claims for injunctive relief and
13 restitution under California Business and Professions Code sections 17200, *et seq.*, for the following
14 reasons: Defendants operate throughout California; Defendants employed Plaintiff and putative
15 class members in locations throughout California, including but not limited to Sonoma County, at
16 3033 Dutton Ave., Santa Rosa, CA 95407; more than two-thirds of putative class members are
17 California citizens; the principal violations of California law occurred in California; no other class
18 actions have been filed against Defendants in the last four (4) years alleging wage and hour
19 violations; the conduct of Defendants forms a significant basis for Plaintiff's and putative class
20 members' claims; and Plaintiff and putative class members seek significant relief from Defendants.

21 5. This Court also has jurisdiction over the claims of Plaintiff and all other current and
22 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
23 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
24 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
25 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
26 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
27 aggrieved California-based hourly non-exempt employees occurred in locations throughout
28 California, including but not limited to Sonoma County, including but not limited to, at 3033 Dutton

Ave., Santa Rosa, California 95407.

III. PARTIES

6. Plaintiff brings this action on behalf of himself and other members of the general public similarly situated. The named Plaintiff and the class of persons on whose behalf this action is filed are current, former, and/or future employees of Defendants who work as hourly non-exempt employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of California and was employed by Defendants in the State of California within the four (4) years prior to the filing of the Complaint commencing this Action.

7. Defendants employed Plaintiff as an hourly non-exempt employee from in or around May 2018, until on or about January 6, 2021.

8. Plaintiff is informed and believes and thereon alleges that Defendant employed him and other hourly non-exempt employees throughout the State of California and therefore their conduct forms a significant basis of the claims asserted in this matter.

9. Plaintiff is informed and believes and thereon alleges that Defendant PACE SUPPLY CORP. is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant PACE SUPPLY CORP. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant PACE SUPPLY CORP. operates in Sonoma County and employed Plaintiff and putative class members, aggrieved employees in Sonoma County, including but not limited to, at 3033 Dutton Ave., Santa Rosa, CA 95407.

10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in his or her capacity as an agent, shareholder, owner, representative, s, supervisor, independent contractor and/or employee of each Defendant and participated in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

11. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues said

1 defendants by said fictitious names and will amend this Complaint when the true names and
2 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
3 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
4 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

5 12. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
6 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
7 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
8 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
9 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
10 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
11 Complaint. Plaintiff is further informed and believe and thereon allege that each Defendant acted
12 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
13 each Defendant knew or should have known about, authorized, ratified, adopted, approved,
14 controlled, aided and abetted the conduct of all other defendants. As used in this Complaint,
15 "Defendant" means "Defendants and each of them," and refers to the Defendants named in the
16 particular cause of action in which the word appears and includes Defendants PACE SUPPLY
17 CORP. and DOES 1 to 100, inclusive.

18 13. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
19 employee, and/or joint venturer of each of the other defendants and was acting within the course
20 and scope of said conspiracy, agency, employment, and/or joint venture and with the permission
21 and consent of each of the other Defendants.

22 14. Plaintiff makes the allegations in this Complaint without any admission that, as to
23 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
24 reserves all of Plaintiff's rights to plead in the alternative.

25 ///

26 ///

27 ///

28 ///

1 ///

2 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

3 15. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
4 (“Wage Order”), codified at California Code of Regulations, title 8, section 11070, Defendants are
5 employers of Plaintiff within the meaning of Wage Order 7 and applicable Labor Code sections.
6 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
7 herein in violation of the Wage Order and the Labor Code.

8 16. **Failure to pay all wages earned for all hours worked at the legal minimum wage:**
9 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
10 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
11 which includes all time that an employee is under the control of the employer and all time the
12 employee is suffered and permitted to work. This includes the time an employee spends, either
13 directly or indirectly, performing services which inure to the benefit of the employer.

14 17. Labor Code sections 1194 and 1197 require an employer to compensate employees
15 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
16 Wage Order.

17 18. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
18 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
19 similarly situated employees all wages at the applicable minimum wage for all hours worked due to
20 Defendants’ policies, practices, and/or procedures including, but not limited to:

21 (a) Requiring Plaintiff and similarly situated employees to clock in and out of
22 their shifts immediately from their work stations and work areas. After clocking in and out, Plaintiff
23 and other similarly situated employees spent off the clock time to walk to their designated break
24 room. This off the clock time spent walking took approximately 3 to 6 minutes depending on what
25 area of the warehouse each employee finished their shift.

26 19. Plaintiff and similarly situated employees were not paid for this time resulting in
27 Defendants’ failure to pay minimum wage for all the hours Plaintiff and similarly situated
28 employees worked.

20. Therefore, Defendants suffered, permitted, and required their hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and similarly situated employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

21. Failure to pay wages for overtime hours worked at the overtime rate of pay: Overtime is based upon an employee's regular rate of pay. Under California law, the regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, § 49.1.2.

22. In this case, Plaintiff alleges that when they and similarly situated employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of:

(a) Failing to include all remuneration when calculating Plaintiff's and similarly situated employees' regular rate of pay for the purpose of paying overtime.

23. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

24. Failure to pay wages for accrued paid sick days at the regular rate of pay: Defendants had a policy and/or procedure where Plaintiff and similarly situated non-exempt remote employees accrued paid sick time.

25. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee who...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." Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

26. Here, Plaintiff and similarly situated non-exempt remote employees were employed by Defendants for 30 or more days and were entitled to paid sick days. Also, Plaintiff and similarly

1 situated non-exempt remote employees began accruing paid sick days since the beginning of each
2 of their respective employment with Defendants.

3 27. Labor Code section 246, subdivision (l), provides that an employer shall calculate
4 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
5 workweek in which the employee elected to use paid sick time. “The regular rate at which an
6 employee is employed shall be deemed to include all remuneration for employment paid to, or on
7 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and
8 Interpretations Manual, Section 49.1.2.

9 28. In this case, Plaintiff and similarly situated employees earned paid sick days.
10 However, Defendant systematically failed to pay them at the proper overtime rate of pay due to
11 Defendant’s failure to include all remuneration when calculating the overtime rate of pay.
12 Specifically, Defendant maintained a policy, practice, and/or procedure of systematically failing to
13 include all remuneration when calculating Plaintiff’s and similarly situated employees’ regular rate
14 of pay for the purpose of paying paid sick leave.

15 29. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
16 failing to pay Plaintiff and similarly situated non-exempt remote employees at their sick time regular
17 rate of pay for all sick time accrued, in violation of Labor Code section 246.

18 30. **Failure to authorize or permit all legally required and compliant meal periods**
19 **and/or failure to pay meal period premium wages:** California law requires an employer to
20 authorize or permit an uninterrupted meal period of no less than thirty (30) minutes no later than the
21 end of the employee’s fifth hour of work and a second meal period no later than the employee’s
22 tenth hour of work. Labor Code § 512; Wage Order 4, §11. If the employee is not relieved of all
23 duties during a meal period, the meal period shall be considered an “on-duty” meal period and
24 counted as time worked. A paid “on duty” meal period is only permitted when (1) the nature of the
25 work prevents an employee from being relieved of all duty and (2) the parties have a written
26 agreement agreeing to on-duty meal periods. If the employee is not free to leave the work premises
27 or worksite during the meal period, even if the employee is relieved of all other duty during the meal
28 period, the employee is subject to the employer’s control and the meal period is counted as time

1 worked. If an employer fails to provide an employee a meal period in accordance with the law, the
2 employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each
3 workday that a legally required and compliant meal period was not provided. Labor Code § 226.7;
4 Wage Order 4, § 11.

5 31. Here, Plaintiff and similarly situated employees worked shifts enough to entitle them
6 to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or
7 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
8 periods to Plaintiff and similarly situated employees. Such policies, practices, and/or procedures
9 included, but were not limited to:

10 (a) Requiring Plaintiff and similarly situated employees to remain on
11 Defendants' premises during meal periods. Defendants' exercise of control over how Plaintiff and
12 similarly situated employees spent their meal periods resulted in meal periods that were not duty-
13 free;

14 (b) Requiring Plaintiff and other similarly situated employees to work past the
15 end of their fifth hour worked before being allowed to clock out for their first meal break, resulting
16 in meal periods that were untimely.

17 32. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
18 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
19 for each workday the employees did not receive all legally required and compliant meal periods.
20 Defendants employed policies and procedures which ensured that employees did not receive any
21 meal period premium wages to compensate them for workdays in which they did not receive all
22 legally required and compliant meal periods.

23 33. The aforementioned policies, practices, and/or procedures of Defendants resulted in
24 Plaintiff and similarly situated employees not being provided with all legally required and compliant
25 meal periods and/or not receiving premium wages to compensate them for such instances, all in
26 violation of California law.

27 34. **Failure to authorize and permit all legally required and compliant rest periods**
28 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,

1 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half
2 (3.5) hours.

3 35. California law requires every employer to authorize and permit an employee a rest
4 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
5 §226.7; Wage Order 7, §12. If the employer fails to authorize or permit a required rest period, the
6 employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation
7 for each workday the employer did not authorize or permit a legally required rest period. *Id.* Under
8 California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six
9 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
10 more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)*
11 (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7; Wage Order 7, §12. Rest periods, insofar as
12 practicable, shall be in the middle of each work period. Wage Order 7, §12. Additionally, the rest
13 period requirement "obligates employers to permit – and authorizes employees to take – off-duty
14 rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during
15 rest periods employers must relieve employees of all duties and relinquish control over how
16 employees spend their time. *Id.*

17 36. In this case, Plaintiff and similarly situated employees regularly worked shifts of
18 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
19 and/or procedures that resulted in their failure to authorize or permit all legally required and
20 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
21 procedures included, but were not limited to:

22 (a) Requiring Plaintiff and similarly situated employees to remain on
23 Defendants' premises during rest periods. Defendants' exercise of control over how Plaintiff and
24 similarly situated employees spent their rest periods resulted in rest periods that were not duty-free;

25 37. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
26 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for
27 each workday the employees did not receive all legally required and compliant rest periods.
28 Defendants employed policies and procedures which ensured that employees did not receive any

1 rest period premium wages to compensate them for workdays in which they did not receive all
2 legally required and compliant rest periods.

3 38. The aforementioned policies, practices, and/or procedures of Defendants resulted in
4 Plaintiff and similarly situated employees not being provided with all legally required and compliant
5 rest periods and/or not receiving premium wages to compensate them for such instances, all in
6 violation of California law.

7 39. **Failure to indemnify employees for losses and expenditures incurred as part of**
8 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
9 her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
11 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
12 the employer onto the employee. (Labor Code section 2802).

13 40. Defendants employed policies, practices, and/or procedures of impermissibly
14 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
15 practices, and/or procedures included, but were not limited to:

16 (a) requiring Plaintiff and similarly situated employees to use or purchase their
17 own cellphones and/or resources in order to work for Defendants, including but not limited to their
18 internet, and/or cell phone (including both telephone use and cellular data use) for work-related
19 purposes; more specifically, requiring Plaintiff and similarly situated employees to download and
20 use the “HC to GO” application on their personal phone in order to clock in and out for shifts and
21 meal breaks, request time off, and/or request schedule changes - without reimbursing Plaintiff and
22 similarly situated employees for such use.

23 41. The costs incurred by Plaintiff and similarly situated employees to use or purchase
24 their own personal cellphones and/or resources for their mandatory compliance with Defendants’
25 aforementioned policies, practices, and/or procedures were significant as a result of their
26 employment with Defendants.

27 42. Defendants employed policies and procedures which ensured Plaintiff and similarly
28 situated employees would not receive indemnification for the aforementioned necessary

1 expenditures incurred as a result of their employment with Defendants.

2 43. Defendants' aforementioned policies, practices, and/or procedures resulted in
3 Plaintiff and similarly situated California-based employees not receiving indemnification for
4 employment-related expenditures, in violation of Labor Code section 2802.

5 44. **Failure to timely pay earned wages during employment:** In California, wages
6 must be paid at least twice during each calendar month on days designated in advance by the
7 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
8 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
9 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
10 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
11 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
12 calendar days following the close of the payroll period in which wages were earned. Labor Code
13 §204(d).

14 45. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
15 timely pay Plaintiff's and similarly situated employees' earned wages (including rest period
16 premium wages), in violation of Labor Code section 204.

17 46. Defendants' aforementioned policies, practices, and/or procedures resulted in their
18 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable
19 time frames outlined in Labor Code section 204.

20 47. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
21 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
22 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
23 worked by the employee, except for any employee whose compensation is solely based on a salary
24 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
25 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
26 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
27 all deductions made on written orders of the employee may be aggregated and shown as one item,
28 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)

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

4 48. Defendants committed direct violations of Labor Code section 226, through their
5 policies, practices, and/or procedures, including, but not limited to failing to provide Plaintiff and
6 other similarly situated employees accurate itemized wage statements accurately reflecting their
7 overtime rate(s) of pay.

8 49. Additionally, as a derivative of Plaintiff's claims above, Plaintiff alleges that
9 Defendants failed to provide accurate wage and hour statements to her and other similarly situated
10 employees who were subject to Defendants' control for uncompensated time and who did not
11 receive all their earned wages (including rest period premium wages), in violation of Labor Code
12 section 226.

13 50. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
14 timely after an employee's employment ends. The wages are due immediately upon termination or
15 within seventy-two (72) hours of resignation. Labor Code §§201, 202.

16 51. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
17 he, and on information and belief, other similarly situated employees, were not paid their final wages
18 in a timely manner as required by Labor Code section 203. Rest period premium wages (described
19 above), were not paid at the time of Plaintiff's and other similarly situated employees' separation of
20 employment, whether voluntarily or involuntarily, as required by Labor Code sections 201, 202, and
21 203.

22 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

23 52. Plaintiff brings this action on behalf of himself, on behalf of others similarly situated,
24 and on behalf of the general public, and as members of a Class defined as follows:

25 A. **Minimum Wage Class:** All current and former hourly non-exempt
26 employees employed by Defendants as direct employees as well as temporary employees employed
27 through temp agencies in California at any time from four (4) years prior to the filing of the initial
28 Complaint in this matter through the date notice is mailed to a certified class who were not paid at

1 least minimum wage for all time they were subject to Defendants' control.

2 **B. Regular Rate Class:** All current and former hourly non-exempt employees
3 employed by Defendants as direct employees as well as temporary employees employed through
4 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
5 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
6 hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek,
7 who received additional remuneration during pay periods in which they were paid overtime wages,
8 and whose compensation did not include such additional remuneration when Defendants calculated
9 those employees' overtimes wages.

10 **C. Overtime Class:** All current and former hourly non-exempt employees
11 employed by Defendants as direct employees as well as temporary employees employed through
12 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
13 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
14 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom
15 Defendants did not pay overtime wages.

16 **D. Sick Time Pay Class:** All current and former hourly non-exempt employees
17 employed by Defendants in California who earned additional remuneration during any pay periods
18 in which they accrued sick pay and whose regular rate of pay did not include such additional
19 remuneration when Defendants calculated those employees' sick pay wages.

20 **E. Meal Period Class:** All current and former hourly non-exempt employees
21 employed by Defendants as direct employees as well as temporary employees employed through
22 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
23 in this matter through the date notice is mailed to a certified class who worked shifts more than five
24 (5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less
25 than thirty (30) minutes.

26 **F. Rest Period Class:** All current and former hourly non-exempt employees
27 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
28 Complaint in this matter through the date notice is mailed to a certified class who worked shifts of

1 at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net
2 ten (10) minutes for every four (4) hours worked or major fraction thereof.

3 **G. Indemnification Class:** All current and former hourly non-exempt
4 employees employed by Defendants in California at any time from four (4) years prior to the filing
5 of the initial Complaint in this action through the date notice is mailed to a certified class who did
6 not receive indemnification to reimburse them for the necessary expenditures incurred in the
7 discharge of their duties.

8 **H. Pay Day Class:** All current and former hourly non-exempt employees
9 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
10 Complaint in this action through the date notice is mailed to a certified class who were not timely
11 paid earned wages during their employment.

12 **I. Wage Statement Class:** All current and former hourly non-exempt
13 employees employed by Defendants in California at any time from one (1) year prior to the filing
14 of the initial Complaint in this action through the date notice is mailed to a certified class who
15 received inaccurate or incomplete wage and hour statements.

16 **J. Waiting Time Class:** All current and former hourly non-exempt employees
17 employed by Defendants in California at any time from three (3) years prior to the filing of the initial
18 Complaint in this action through the date notice is mailed to a certified class who did not receive
19 payment of all unpaid wages upon separation of employment within the statutory time period.

20 **K. California Class:** All aforementioned classes are herein collectively referred
21 to as the “California Class.”

22 53. There is a well-defined community of interest in the litigation and the classes are
23 ascertainable:

24 **A. Numerosity:** While the exact number of class members in each class is
25 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
26 all members is impractical under the circumstances of this case.

27 **B. Common Questions Predominate:** Common questions of law and fact exist
28 as to all members of the Plaintiff classes and predominate over any questions that affect only

individual members of each class. The common questions of law and fact include, but are not limited to:

i. Whether Defendants violated Labor Code section 226.7 by employing the Rest Period Class Members without providing all compliant and/or required rest periods and/or paying rest period premium wages;

ii. Whether Defendants violated Labor Code section 2802 by failing to provide Indemnification Class Members with reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties;

iii. Whether Defendants violated Labor Code section 204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

iv. Whether Defendants failed to provide the Wage Statement Class Members with accurate itemized statements at the time they received their itemized statements;

v. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

vi. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, *et seq.*;

vii. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

viii. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

ix. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

C. **Typicality:** Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as compensation. Plaintiff and members of the Indemnification Class sustained damages from Defendants' failure to provide reimbursement of costs to compensate them

1 for the necessary expenditures incurred in the discharge of their duties. Plaintiff and members of the
2 Pay Day Class sustained damages arising out of Defendants' failure to timely pay them all wages
3 earned during their employment in compliance with Labor Code section 204. Plaintiff and members
4 of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them
5 with accurate itemized wage statements in compliance with Labor Code section 226. Plaintiff and
6 members of the Waiting Time Class sustained damages arising out of Defendants' failure to provide
7 all unpaid yet earned wages due upon separation of employment within the statutory time limit.

8 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
9 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
10 other class members.

11 E. **Superiority:** A class action is superior to other available means for the fair
12 and efficient adjudication of this controversy. Because individual joinder of all members of each
13 class is impractical, class action treatment will permit a large number of similarly situated persons
14 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
15 unnecessary duplication of effort and expense that numerous individual actions would engender.
16 The expenses and burdens of individual litigation would make it difficult or impossible for
17 individual members of each class to redress the wrongs done to them, while important public
18 interests will be served by addressing the matter as a class action. The cost to and burden on the
19 court system of adjudication of individualized litigation would be substantial, and substantially more
20 than the costs and burdens of a class action. Individualized litigation would also present the potential
21 for inconsistent or contradictory judgments.

22 F. **Public Policy Consideration:** Employers throughout the state violate wage
23 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
24 retaliation. Former employees fear bringing actions because they perceive their former employers
25 can blacklist them in their future endeavors with negative references or by other means. Class
26 actions provide the class members who are not named in the Complaint with a type of anonymity
27 that allows for vindication of their rights.

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN
VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197

(Against All Defendants by Plaintiff and the Minimum Wage Class)

48. Plaintiff incorporate all paragraphs above as though fully set forth herein.

49. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were hourly non-exempt employees of Defendants.

50. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

51. Defendants' policies, practices, and/or procedures required Plaintiff and the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

52. Defendants employed policies, practices, and/or procedures including, but not limited to:

(a) Requiring Plaintiff and similarly situated employees to clock in and out of their shifts immediately from their work stations and work areas. After clocking in and out, Plaintiff and other similarly situated employees spent off the clock time to walk to their designated break room. This off the clock time spent walking took approximately 3 to 6 minutes, depending on what area of the warehouse each employee finished their shift.

53. Plaintiff and the Minimum Wage Class were not paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class worked.

54. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

1 55. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage
2 Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the
3 amount of their unpaid minimum wage, and attorneys' fees and costs.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN**

6 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

7 **(Against All Defendants by Plaintiff, the Overtime Class, and the Regular Rate Class)**

8 56. Plaintiff incorporates all paragraphs above as though fully set forth herein.

9 57. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly
10 non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage
11 Order 1.

12 58. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 1, hourly non-
13 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight
14 (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
15 workweek.

16 59. Despite California law requiring employers to pay employees a higher rate of pay for
17 all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,
18 and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to
19 Plaintiff and the Overtime Class for their daily overtime hours worked.

20 60. Specifically, Defendants' employed policies, practices, and/or procedures including,
21 but not limited to:

22 (a) Failing to include all remuneration when calculating Plaintiff's and similarly
23 situated employees' regular rate of pay for the purpose of paying overtime.

24 61. Plaintiff and the Overtime Class were not paid for this time.

25 62. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have
26 suffered damages in an amount subject to proof, to the extent that they were not paid at their
27 overtime rate of pay for all hours worked which constitute overtime.

28 63. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled

1 to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees
2 and costs.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR**
5 **RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**
6 **(Against All Defendants by Plaintiff and the Sick Pay Class)**

7 64. Plaintiff incorporates all paragraphs above as though fully set forth herein.

8 65. At all times relevant to this Complaint, Plaintiff and the Sick Pay Class were
9 employees of Defendants, covered by Labor Code section 246 and Wage Order 4.

10 66. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
11 who...works in California for the same employer for 30 or more days within a year from the
12 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
13 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
14 at the commencement of employment. Labor Code section 246(b).

15 67. Here, Plaintiff and the Sick Pay Class were employed by Defendants for 30 or more
16 days and were entitled to paid sick days. Also, Plaintiff and the Sick Pay Class began accruing paid
17 sick days during their employment with Defendants.

18 68. Labor Code section 246, subdivision (l), provides that an employer shall calculate
19 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
20 workweek in which the employee elected to use paid sick time. "The regular rate at which an
21 employee is employed shall be deemed to include all remuneration for employment paid to, or on
22 behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and
23 Interpretations Manual, Section 49.1.2.

24 69. In this case, Plaintiff and similarly situated employees earned paid sick days.
25 However, Defendant systematically failed to pay them at the proper overtime rate of pay due to
26 Defendant's failure to include all remuneration when calculating the overtime rate of pay.
27 Specifically, Defendant maintained a policy, practice, and/or procedure of systematically failing to
28 include all remuneration when calculating Plaintiff's and similarly situated employees' regular rate

1 of pay for the purpose of paying paid sick leave.

2 70. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
3 failing to pay Plaintiff and similarly situated non-exempt remote employees at their sick time regular
4 rate of pay for all sick time accrued, in violation of Labor Code section 246.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO AUTHORIZE OR PERMIT MEAL BREAKS IN VIOLATION OF LABOR**

7 **CODE SECTIONS 512 AND 226.7**

8 **(Against All Defendants by Plaintiff and the Meal Period Class)**

9 71. Plaintiff incorporate all paragraphs above as though fully set forth herein.

10 72. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were
11 hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and
12 the Wage Order.

13 73. California law requires an employer to authorize or permit an employee an
14 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
15 all duties and the employer relinquishes control over the employee's activities no later than the end
16 of the employee's fifth hour of work and a second meal period no later than the employee's tenth
17 hour of work. Labor Code sections 226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct.*
18 *(Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work
19 site or facility during the meal period, the meal period must be paid. This is true even where the
20 employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw*
21 (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive
22 a required meal or rest period that "the employer shall pay the employee one additional hour of pay
23 at the employee's regular rate of compensation for each work day that the meal or rest period is not
24 provided."

25 74. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle
26 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
27 and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and
28 the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as

1 required by law. Such policies, practices, and/or procedures included, but were not limited to:

2 (a) Requiring Plaintiff and similarly situated employees to remain on
3 Defendants' premises during meal periods. Defendants' exercise of control over how Plaintiff and
4 similarly situated employees spent their meal periods resulted in meal periods that were not duty-
5 free;

6 (b) Requiring Plaintiff and other similarly situated employees to work past the
7 end of their fifth hour worked before being allowed to clock out for their first meal break, resulting
8 in meal periods that were untimely.

9 75. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
10 hour of pay at their regular rate of pay for each workday they did not receive all legally required and
11 legally compliant meal periods. Defendants lacked a policy and procedure for compensating
12 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
13 required and legally compliant meal periods.

14 76. Defendants' unlawful conduct alleged herein occurred in the course of employment
15 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
16 Complaint.

17 77. Because Defendants failed to provide employees with meal periods in compliance
18 with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of
19 additional pay at the regular rate of compensation for each workday that Defendants did not provide
20 all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and
21 the Wage Order.

22 78. Plaintiff, on behalf of himself and the Meal Period Class seeks damages and all other
23 relief allowable, including a meal period premium wage for each workday Defendants failed to
24 provide all legally required and legally compliant meal periods, plus pre-judgment interest.

25 **FIFTH CAUSE OF ACTION**
26 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
27 **OF LABOR CODE SECTION 226.7**
28 **(Against All Defendants and DOE Defendants by Plaintiff and the Rest Period Class)**

1 79. Plaintiff incorporates all paragraphs above as though fully set forth herein.

2 80. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
3 employees of Defendants, covered by Labor Code section 226.7 and Wage Order 7.

4 81. California law requires that “[e]very employer shall authorize and permit all employees
5 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
6 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
7 minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 7, §12. Employees
8 are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes
9 for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to
10 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004,
11 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit
12 – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services,*
13 *Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of
14 all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to
15 provide an employee a rest period in accordance with the applicable provisions of this Order, the
16 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
17 for each work day that the rest period is not provided.” Wage Order 7, §12; Labor Code §226.7.

18 82. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than
19 three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
20 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
21 periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included,
22 but were not limited to:

23 a. Defendants’ policy, practice, and/or procedure of requiring Plaintiff and the Rest Period
24 Class to remain on the premises during their rest periods, resulting in rest periods that were not duty-
25 free and/or were less than a net (10) minutes;

26 83. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
27 hour of pay at their regular rate of pay for each workday they did not receive all legally required and
28 legally compliant rest periods. Defendants lacked a policy and procedure for compensating Plaintiff

1 and the Rest Period Class with premium wages when they did not receive all legally required and
2 legally compliant rest periods.

3 84. Defendants' unlawful conduct alleged herein occurred in the course of employment
4 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
5 Complaint.

6 85. Because Defendants failed to provide employees with rest periods in compliance
7 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
8 additional pay at the regular rate of compensation for each workday that Defendants did not provide
9 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the
10 Wage Order.

11 86. Plaintiff, on behalf of himself and the Rest Period Class seeks damages and all other
12 relief allowable, including a rest period premium wage for each workday Defendants failed to
13 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**

16 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

17 **(Against All Defendants and DOE Defendants by Plaintiff and the Indemnification**
18 **Class)**

19 87. Plaintiff incorporates all paragraphs above as though fully set forth herein.

20 88. Plaintiff and members of the Indemnification Class have been employed by
21 Defendants in the State of California. Labor Code section 2802(a) states that "[a]n employer shall
22 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
23 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
24 of the employer..." An employer is prohibited from passing the ordinary business expenses and
25 losses of the employer onto the employee. (Labor Code section 2802).

26 89. Defendants violated Labor Code section 2802 by employing policies, practices,
27 and/or procedures of impermissibly passing business-related expenses to Plaintiff and
28 Indemnification Class Members. These policies, practices, and/or procedures included, but were not

1 limited to:

2 b. requiring Plaintiff and Indemnification Class Members to use or purchase their own
3 tools and/or resources in order to work for Defendants, including but not limited to their internet,
4 and/or cell phone (including both telephone use and cellular data use) for work-related purposes -
5 without reimbursing Plaintiff and Indemnification Class Members for such use.

6 90. The costs incurred by Plaintiff and Indemnification Class Members to use or
7 purchase their own tools and/or resources for their mandatory compliance with Defendants'
8 aforementioned policies, practices, and/or procedures were significant as a result of their
9 employment with Defendants.

10 91. Moreover, Defendants employed policies and procedures which ensured that
11 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
12 expenditures or losses incurred by them in direct consequence of discharging their duties.
13 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
14 Indemnification Class Members not receiving indemnification for employment-related expenditures
15 in compliance with California law.

16 92. Because Defendants failed to indemnify employees for the necessary expenditures
17 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
18 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
19 section 2802.

20 93. As a direct and proximate result of Defendants' violation of Labor Code section 2802,
21 Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary damages
22 entitling them to both injunctive relief and restitution. Plaintiff, on behalf of himself and on behalf
23 of the Indemnification Class, seeks damages and all other relief allowable including indemnification
24 for all employment-related expenses as well as ordinary business expenses incurred by Defendants
25 and passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code section
26 2802.

27 94. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
28 are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

1 ///

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**
4 **VIOLATION OF LABOR CODE SECTION 204**

5 **(Against All Defendants and DOE Defendants by Plaintiff and the Pay Day Class)**

6 95. Plaintiff incorporates all paragraphs above as though fully set forth herein.

7 96. Plaintiff and the Pay Day Class have been employed by Defendants in the State of
8 California. In California, wages must be paid at least twice during each calendar month on days
9 designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code
10 §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be
11 paid between the 16th and the 26th day of that month and wages earned between the 16th and the
12 last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following
13 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
14 paid within seven (7) calendar days following the close of the payroll period in which wages were
15 earned. Labor Code §204(d).

16 97. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
17 timely pay Plaintiff's and the Pay Day Class's earned wages (including rest period premium wages),
18 in violation of Labor Code section 204.

19 98. Defendants' aforementioned policies, practices, and/or procedures resulted in their
20 failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames
21 outlined in Labor Code section 204.

22 99. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages
23 in accordance with Labor Code section 204 was willful. Defendants had the ability to timely pay all
24 wages earned by hourly workers in accordance with Labor Code section 204, but intentionally
25 adopted policies or practices incompatible with the requirements of Labor Code section 204. When
26 Defendants failed to timely pay Plaintiff and the Pay Day Class all earned wages, they knew what
27 they were doing and intended to do what they did.

28 100. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have

1 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
2 earned wages pursuant to Labor Code section 204.

3 101. Pursuant to Labor Code section 210, Plaintiff and the Pay Day Class are entitled to
4 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
5 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
6 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%)
7 percent of the amount unlawfully withheld.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN** 10 **VIOLATION OF LABOR CODE SECTION 226**

11 **(Against All Defendants DOE Defendants by Plaintiff and the Wage Statement Class)**

12 102. Plaintiff incorporates all paragraphs above as though fully set forth herein.

13 103. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
14 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

15 104. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
16 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
17 itemized wage statement accurately stating the following:

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

105. Defendants committed direct violations of Labor Code section 226 because they
failed to provide Plaintiff and the Wage Statement Class accurate itemized wage statements
accurately reflecting their overtime rate(s) of pay.

1 106. As a derivative of Defendants' claims above, Plaintiff alleges that Defendants failed
2 to provide accurate wage and hour statements to him and the Wage Statement Class who were
3 subject to Defendants' control for uncompensated time and who did not receive all their earned
4 wages (including rest period premium wages), in violation of Labor Code section 226.

5 107. Defendants provided Plaintiff and the Wage Statement Class with itemized
6 statements which stated inaccurate information including, but not limited to, the number of hours
7 worked, the gross wages earned, and the net wages earned.

8 108. Defendants' failure to provide Plaintiff and the Wage Statement Class with accurate
9 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
10 the Wage Statement Class with accurate wage statements but intentionally provided wage
11 statements they knew were not accurate. Defendants knowingly and intentionally put in place
12 practices which deprived employees of wages and resulted in Defendants knowingly and
13 intentionally providing inaccurate wage statements. These practices included Defendants' failure to
14 include all hours worked and all wages due.

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

25 110. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
26 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
27 violation occurred and one hundred dollars per employee per violation for each subsequent pay
28 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

111. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code section 226(a). Injunctive relief is warranted because Defendants continue to provide currently employed Wage Statement Class members with inaccurate wage statements in violation of Labor Code section 226(a) and currently employed Wage Statement Class members have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with Labor Code section 226(a).

112. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement Class are entitled to recover the full amount of penalties due under Section 226(e), reasonable attorneys' fees, and costs of suit.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT

IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

(Against All Defendants and DOE Defendants by Plaintiff and the Waiting Time Class)

113. Plaintiff incorporates all paragraphs above as though fully set forth herein.

114. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were employees of Defendants, covered by Labor Code sections 201 and 202.

115. An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination or within seventy-two (72) hours of resignation. Labor Code §§201, 202. If an employee gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation. *Id.*

116. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time Class, with all wages earned and unpaid prior to separation of employment, in accordance with either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly employees all earned wages timely upon separation of employment.

117. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants' practices include failing to pay rest period premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon separation of employment, they knew what they were doing and intended to do what they did.

118. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time Class are entitled to all wages earned prior to separation of employment that Defendants have yet to pay them.

119. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due until paid, up to a maximum of thirty (30) days.

120. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation.

121. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

122. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

TENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS

CODE SECTION 17200, et seq.

(Against All Defendants and DOE Defendants by Plaintiff and the California Class)

123. Plaintiff incorporates all paragraphs above as though fully set forth herein.

124. The unlawful conduct of Defendants alleged herein constitutes unfair competition

1 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
2 Defendants' use of policies, practices, and/or procedures which resulted in: failure to authorize or
3 permit all legally required and compliant rest periods or pay rest period premium wages; failure to
4 indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties;
5 failure to timely pay wages; failure to provide accurate wage and hour statements; and failure to
6 timely pay all wages due upon separation of employment.

7 125. Due to their unfair and unlawful business practices in violation of the Labor Code,
8 Defendants have gained a competitive advantage over other comparable companies doing business
9 in the State of California that comply with their obligations to authorize or permit all legally required
10 and compliant rest periods or pay rest period premium wages; indemnify all necessary expenditures
11 or losses incurred in direct consequence of discharging duties; timely pay wages; provide accurate
12 wage and hour statements; and timely pay all wages due upon separation of employment.

13 126. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
14 California Class have suffered injury in fact and lost money or property, as described in more detail
15 above.

16 127. Pursuant to Business and Professions Code section 17203, Plaintiff and the
17 California Class are entitled to restitution of all wages and other monies rightfully belonging to them
18 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
19 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
20 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
21 of the unlawful policies, practices, and/or procedures set forth herein.

22 **ELEVENTH CAUSE OF ACTION**
23 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
24 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

25 **(Against All Defendants by Plaintiff)**

26 128. Plaintiff incorporates all paragraphs above as though fully set forth herein.

27 129. During Plaintiff's employment and continuing through the present, Plaintiff alleges
28 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1197, 2802,

1 and the applicable Wage Orders.

2 130. Specifically, Defendants have committed the following violations of California
3 Labor Code:

4 131. **Failure to pay all wages earned for all hours worked at the legal minimum wage:**
5 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
6 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
7 which includes all time that an employee is under the control of the employer and all time the
8 employee is suffered and permitted to work. This includes the time an employee spends, either
9 directly or indirectly, performing services which inure to the benefit of the employer.

10 132. Labor Code sections 1194 and 1197 require an employer to compensate employees
11 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
12 Wage Order.

13 133. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
14 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
15 similarly situated employees all wages at the applicable minimum wage for all hours worked due to
16 Defendants’ policies, practices, and/or procedures including, but not limited to:

17 (a) Requiring Plaintiff and similarly situated employees to clock in and out of
18 their shifts immediately from their work stations and work areas. After clocking in and out, Plaintiff
19 and other similarly situated employees spent off the clock time to walk to their designated break
20 room. This off the clock time spent walking took approximately 3 to 6 minutes depending on what
21 area of the warehouse each employee finished their shift.

22 134. Plaintiff and similarly situated employees were not paid for this time resulting in
23 Defendants’ failure to pay minimum wage for all the hours Plaintiff and similarly situated
24 employees worked.

25 135. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
26 employees to be subject to Defendants’ control without paying wages for that time. This resulted in
27 Plaintiff and similarly situated employees working time for which they were not compensated any
28 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

1 **136. Failure to pay wages for overtime hours worked at the overtime rate of pay:**
2 Overtime is based upon an employee’s regular rate of pay. Under California law, the regular rate at
3 which an employee is employed shall be deemed to include all remuneration for employment paid
4 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
5 Policies and Interpretations Manual, § 49.1.2.

6 137. In this case, Plaintiff alleges that when they and similarly situated employees earned
7 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
8 due to Defendants’ failure to include all remuneration when calculating the overtime rate of pay.
9 Specifically, Defendants maintained a policy, practice, and/or procedure of

10 (a) failing to include all remuneration when calculating Plaintiff’s and similarly
11 situated employees’ regular rate of pay for the purpose of paying overtime.

12 138. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
13 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime
14 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

15 **139. Failure to pay wages for accrued paid sick days at the regular rate of pay:**
16 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees accrued paid sick time.

18 140. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
19 who...works in California for the same employer for 30 or more days within a year from the
20 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
21 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
22 at the commencement of employment. Labor Code section 246(b).

23 141. Here, Plaintiff and other current and former aggrieved California-based hourly non-
24 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
25 days. Also, Plaintiff and other current and former aggrieved California-based hourly non-exempt
26 employees began accruing paid sick days since the beginning of each of their respective employment
27 with Defendants.

28 142. Labor Code section 246, subdivision (l), provides that an employer shall calculate

1 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
2 workweek in which the employee elected to use paid sick time. “The regular rate at which an
3 employee is employed shall be deemed to include all remuneration for employment paid to, or on
4 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and
5 Interpretations Manual, Section 49.1.2.

6 143. In this case, Plaintiff and similarly situated employees earned paid sick days.
7 However, Defendant systematically failed to pay them at the proper overtime rate of pay due to
8 Defendant’s failure to include all remuneration when calculating the overtime rate of pay.
9 Specifically, Defendant maintained a policy, practice, and/or procedure of systematically failing to
10 include all remuneration when calculating Plaintiff’s and similarly situated employees’ regular rate
11 of pay for the purpose of paying paid sick leave.

12 144. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
13 failing to pay Plaintiff and similarly situated non-exempt remote employees at their sick time regular
14 rate of pay for all sick time accrued, in violation of Labor Code section 246.

15 145. **Failure to authorize or permit all legally required and compliant meal periods**
16 **and/or failure to pay meal period premium wages:** California law requires an employer to
17 authorize or permit an uninterrupted meal period of no less than thirty (30) minutes no later than the
18 end of the employee’s fifth hour of work and a second meal period no later than the employee’s
19 tenth hour of work. Labor Code § 512; Wage Order 4, §11. If the employee is not relieved of all
20 duties during a meal period, the meal period shall be considered an “on-duty” meal period and
21 counted as time worked. A paid “on duty” meal period is only permitted when (1) the nature of the
22 work prevents an employee from being relieved of all duty and (2) the parties have a written
23 agreement agreeing to on-duty meal periods. If the employee is not free to leave the work premises
24 or worksite during the meal period, even if the employee is relieved of all other duty during the meal
25 period, the employee is subject to the employer’s control and the meal period is counted as time
26 worked. If an employer fails to provide an employee a meal period in accordance with the law, the
27 employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each
28 workday that a legally required and compliant meal period was not provided. Labor Code § 226.7;

1 Wage Order 4, § 11.

2 146. Here, Plaintiff and similarly situated employees worked shifts enough to entitle them
3 to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or
4 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
5 periods to Plaintiff and similarly situated employees. Such policies, practices, and/or procedures
6 included, but were not limited to:

7 (a) Requiring Plaintiff and similarly situated employees to remain on
8 Defendants' premises during meal periods. Defendants' exercise of control over how Plaintiff and
9 similarly situated employees spent their meal periods resulted in meal periods that were not duty-
10 free;

11 (b) Requiring Plaintiff and other similarly situated employees to work past the
12 end of their fifth hour worked before being allowed to clock out for their first meal break, resulting
13 in meal periods that were untimely.

14 147. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
15 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
16 for each workday the employees did not receive all legally required and compliant meal periods.
17 Defendants employed policies and procedures which ensured that employees did not receive any
18 meal period premium wages to compensate them for workdays in which they did not receive all
19 legally required and compliant meal periods.

20 148. The aforementioned policies, practices, and/or procedures of Defendants resulted in
21 Plaintiff and similarly situated employees not being provided with all legally required and compliant
22 meal periods and/or not receiving premium wages to compensate them for such instances, all in
23 violation of California law.

24 149. **Failure to authorize and permit all legally required and compliant rest periods**
25 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,
26 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half
27 (3.5) hours.

28 150. California law requires every employer to authorize and permit an employee a rest

1 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
2 §226.7; Wage Order 7, §12. If the employer fails to authorize or permit a required rest period, the
3 employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation
4 for each workday the employer did not authorize or permit a legally required rest period. *Id.* Under
5 California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six
6 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
7 more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)*
8 (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7; Wage Order 7, §12. Rest periods, insofar as
9 practicable, shall be in the middle of each work period. Wage Order 7, §12. Additionally, the rest
10 period requirement "obligates employers to permit – and authorizes employees to take – off-duty
11 rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during
12 rest periods employers must relieve employees of all duties and relinquish control over how
13 employees spend their time. *Id.*

14 151. In this case, Plaintiff and similarly situated employees regularly worked shifts of
15 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
16 and/or procedures that resulted in their failure to authorize or permit all legally required and
17 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
18 procedures included, but were not limited to:

19 (a) Requiring Plaintiff and similarly situated employees to remain on
20 Defendants' premises during rest periods. Defendants' exercise of control over how Plaintiff and
21 similarly situated employees spent their rest periods resulted in rest periods that were not duty-free;

22 152. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
23 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for
24 each workday the employees did not receive all legally required and compliant rest periods.
25 Defendants employed policies and procedures which ensured that employees did not receive any
26 rest period premium wages to compensate them for workdays in which they did not receive all
27 legally required and compliant rest periods.

28 153. The aforementioned policies, practices, and/or procedures of Defendants resulted in

1 Plaintiff and similarly situated employees not being provided with all legally required and compliant
2 rest periods and/or not receiving premium wages to compensate them for such instances, all in
3 violation of California law.

4 154. **Failure to indemnify employees for losses and expenditures incurred as part of**
5 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
6 her employee for all necessary expenditures or losses incurred by the employee in direct
7 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
8 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
9 the employer onto the employee. (Labor Code section 2802).

10 155. Defendants employed policies, practices, and/or procedures of impermissibly
11 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
12 practices, and/or procedures included, but were not limited to:

13 (a) Requiring Plaintiff and similarly situated employees to use or purchase their
14 own cellphones and/or resources in order to work for Defendants, including but not limited to their
15 internet, and/or cell phone (including both telephone use and cellular data use) for work-related
16 purposes; more specifically, requiring Plaintiff and similarly situated employees to download and
17 use the “HC to GO” application on their personal phone in order to clock in and out for shifts and
18 meal breaks, request time off, and/or request schedule changes - without reimbursing Plaintiff and
19 similarly situated employees for such use.

20 156. The costs incurred by Plaintiff and similarly situated employees to use or purchase
21 their own personal cellphones and/or resources for their mandatory compliance with Defendants’
22 aforementioned policies, practices, and/or procedures were significant as a result of their
23 employment with Defendants.

24 157. Defendants employed policies and procedures which ensured Plaintiff and similarly
25 situated employees would not receive indemnification for the aforementioned necessary
26 expenditures incurred as a result of their employment with Defendants.

27 158. Defendants’ aforementioned policies, practices, and/or procedures resulted in
28 Plaintiff and similarly situated California-based employees not receiving indemnification for

1 employment-related expenditures, in violation of Labor Code section 2802.

2 159. **Failure to timely pay earned wages during employment:** In California, wages
3 must be paid at least twice during each calendar month on days designated in advance by the
4 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
5 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
6 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
7 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
8 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
9 calendar days following the close of the payroll period in which wages were earned. Labor Code
10 §204(d).

11 160. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
12 timely pay Plaintiff's and similarly situated employees' earned wages (including rest period
13 premium wages), in violation of Labor Code section 204.

14 161. Defendants' aforementioned policies, practices, and/or procedures resulted in their
15 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable
16 time frames outlined in Labor Code section 204.

17 162. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
18 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
19 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
20 worked by the employee, except for any employee whose compensation is solely based on a salary
21 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
22 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
24 all deductions made on written orders of the employee may be aggregated and shown as one item,
25 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
26 the name of the employee and his or her social security number, (8) the name and address of the
27 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
28 and the corresponding number of hours worked at each hourly rate by the employee."

1 163. Defendants committed direct violations of Labor Code section 226, through their
2 policies, practices, and/or procedures, including, but not limited to failing to provide Plaintiff and
3 other similarly situated employees accurate itemized wage statements accurately reflecting their
4 overtime rate(s) of pay.

5 164. Additionally, as a derivative of Plaintiff's claims above, Plaintiff alleges that
6 Defendants failed to provide accurate wage and hour statements to him and other similarly situated
7 employees who were subject to Defendants' control for uncompensated time and who did not
8 receive all their earned wages (including rest period premium wages), in violation of Labor Code
9 section 226.

10 165. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
11 timely after an employee's employment ends. The wages are due immediately upon termination or
12 within seventy-two (72) hours of resignation. Labor Code §§201, 202.

13 166. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
14 he, and on information and belief, other similarly situated employees, were not paid their final wages
15 in a timely manner as required by Labor Code section 203. Rest period premium wages (described
16 above), were not paid at the time of Plaintiff's and other similarly situated employees' separation of
17 employment, whether voluntarily or involuntarily, as required by Labor Code sections 201, 202, and
18 203.

19 167. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
20 on behalf of himself or herself and other current or former employees, to bring a civil action to
21 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
22 section 2699.3.

23 168. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 section 2699.3. On March 29, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
25 provided notice to Defendants by certified mail which provided notice of the specific provisions of
26 the Labor Code alleged to have been violated, including the facts and theories to support the
27 violations alleged.

28 169. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiff's claims.

5 170. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
6 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, and
7 512. During Plaintiff's employment and continuing through the present, preceding Plaintiff sending
8 the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

9 (a) For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512; one
10 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
12 [penalty amounts established by Labor Code section 2699(f)(2)].

13 (b) For violations of Labor Code section 226, two hundred fifty dollars (\$250)
14 for each employee for each pay period for the initial violation, and for each subsequent violation,
15 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
16 established by Labor Code section 226.3].

17 171. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
18 reasonable attorneys' fees and costs in connection with his claims for civil penalties

19 **PRAYER FOR RELIEF**

20 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE**
21 **SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

22 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHT,**
23 **NINETH, AND TENTH CAUSES OF ACTION:**

24 1. That the Court determine that this action may be maintained as a class action (for the
25 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
26 Procedure section 382 and any other applicable law;

27 2. That the named Plaintiff be designated as a class representative for the California
28 Class (and all sub-classes thereof);

1 3. For a declaratory judgment that the policies, practices, and/or procedures complained
2 herein are unlawful; and

3 4. For an injunction against Defendants enjoining them, and any and all persons acting
4 in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures
5 set forth herein.

6 **ON THE FIRST CAUSE OF ACTION:**

7 1. That Defendants be found to have violated the minimum wage provisions of the
8 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

9 2. For damages, according to proof, including but not limited to unpaid wages;

10 3. For any and all legally applicable penalties;

11 4. For liquidated damages pursuant to Labor Code section 1194.2;

12 5. For pre-judgment interest, including but not limited to that recoverable under Labor
13 Code section 1194, and post-judgment interest;

14 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
15 under Labor Code section 1194;

16 7. For pre-judgment interest, including but not limited to that recoverable under Labor
17 Code section 218.6, and post-judgment interest; and

18 8. For such other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

20 **ON THE SECOND CAUSE OF ACTION:**

21 1. That Defendants be found to have violated the overtime provisions of the Labor Code
22 and the IWC Wage Order as to Plaintiff and the Overtime Class;

23 2. For damages, according to proof, including but not limited to unpaid wages;

24 3. For any and all legally applicable penalties;

25 4. For pre-judgment interest, including but not limited to that recoverable under Labor
26 Code section 1194, and post-judgment interest;

27 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
28 under Labor Code section 1194; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding failure to pay wages for accrued paid sick time as to Plaintiff and the Sick Pay Class;

2. For damages and/or penalties, according to proof, including unpaid regular rate wages;

3. For any and all legally applicable penalties, including Labor Code section 246(l);

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

5. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 246; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

2. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

3. For damages, according to proof, including unpaid premium wages;

4. For any and all legally applicable penalties;

5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;

1 4. For pre-judgment interest, including but not limited to that recoverable under Labor
2 Code section 218.6, and post-judgment interest; and

3 5. For such other further relief, in law and/or equity, as the Court deems just or
4 appropriate.

5 **ON THE SIXTH CAUSE OF ACTION:**

6 1. That the Defendants be found to have violated the indemnification provisions of the
7 Labor Code as to the Plaintiff and the Indemnification Class;

8 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
9 and/or resources;

10 3. For any and all legally applicable penalties;

11 4. For pre-judgment interest, including but not limited to that recoverable under Labor
12 Code section 2802, and post-judgment interest;

13 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
14 under Labor Code section 2802; and

15 6. For such other further relief, in law and/or equity, as the Court deems just or
16 appropriate.

17 **ON THE SEVENTH CAUSE OF ACTION:**

18 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the
19 Pay Day Class;

20 2. For damages, according to proof;

21 3. For any and all legally applicable penalties, including but not limited to those
22 recoverable pursuant to Labor Code section 210(a);

23 4. For pre-judgment interest, including but not limited to that recoverable under Labor
24 Code section 218.6, and post-judgment interest; and

25 5. For such other further relief, in law and/or equity, as the Court deems just or
26 appropriate.

27 **ON THE EIGHT CAUSE OF ACTION:**

28 1. That Defendants be found to have violated the provisions of the Labor Code

1 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

2 2. For damages and/or penalties, according to proof, including damages and/or statutory
3 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages
4 or penalties;

5 3. For pre-judgment interest and post-judgment interest;

6 4. For an injunction against Defendants enjoining them, and any and all persons acting
7 in concert with them, from engaging in violations of Labor Code section 226(a);

8 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
9 under Labor Code section 226, subdivision (e); and,

10 6. For such other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12 **ON THE NINTH CAUSE OF ACTION:**

13 1. That Defendants be found to have violated the provisions of the Labor Code
14 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
15 Waiting Time Class;

16 2. For damages and/or penalties, according to proof, including damages and/or statutory
17 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

18 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
19 judgment interest; and,

20 4. For such other further relief, in law and/or equity, as the Court deems just or
21 appropriate.

22 **ON THE TENTH CAUSE OF ACTION:**

23 1. That Defendants be found to have violated Business and Professions Code sections
24 17200, *et seq.*, for the conduct alleged herein as to the California Class;

25 2. A declaratory judgment that the practices complained herein are unlawful;

26 3. An injunction against Defendants enjoining them, and any and all persons acting in
27 concert with them, from engaging in each of the unlawful practices, policies, and patterns set forth
28 herein;

- 1 4. For restitution to the full extent permitted by law; and
- 2 5. For such other further relief, in law and/or equity, as the Court deems just or
- 3 appropriate.

4 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**

5 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

6 **ON THE ELEVENTH CAUSE OF ACTION:**

- 7 1. That Defendants be found to have violated the provisions of the Labor Code and the
- 8 IWC Wages Orders as to the Plaintiff and aggrieved employees;
- 9 2. For any and all legally applicable penalties during the relevant statute of limitations
- 10 subject to any permissible tolling, including but not limited to those recoverable under the California
- 11 Labor Code, including but not limited to section 2699(f);
- 12 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
- 13 under California Labor Code section 2699(g); and
- 14 4. For such and other further relief, in law and/or equity, as the Court deems just or
- 15 appropriate.

16 Dated: September 22, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

17 By: /s/Paolo Policastro

18 Joseph Lavi, Esq.

19 Vincent C. Granberry, Esq.

20 Jeffrey D. Klein, Esq.

Christina M. Le, Esq.

Paolo Policastro. Esq.

21 Attorneys for Plaintiff

22 CEDRIC RANDALL JR.

23 on behalf of himself and others similarly situated

24

25

26

27

28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Dated: September 22, 2025

By: /s/Paolo PolICASTRO
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey D. Klein, Esq.
Christina M. Le, Esq.
Paolo PolICASTRO, Esq.

Attorneys for Plaintiff
CEDRIC RANDALL JR.
on behalf of himself and others similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Beverly Hills, California 90211.

On September 22, 2025, I served the foregoing document, described as:

“PLAINTIFF CEDRIC RANDALL JR.’S FIRST AMENDED COMPLAINT”

on all interested parties in this action as follows:

Attorney for Defendant PACE SUPPLY CORP:

Michael D. Bruno, Esq.

mbruno@grsm.com

Rachel Wintterle, Esq.

rwintterle@grsm.com

**GORDON REES SCULLY MANSUKHANI,
LLP**

275 Battery Street, Suite 2000

San Francisco, CA 94111

Telephone: (415) 986-5900

Facsimile: (415) 986-8054

☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed September 22, 2025, at Beverly Hills, California.

/s/ Veverly K Esquivel
Veverly Esquivel