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and all others similarly situated and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTHONY SPEARMAN, an individual, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

vs.

PIER 15 LOGISTICS LLC, a California Limited Liability Company; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 25STCV09329

CLASS ACTION & PAGA REPRESENTATIVE ACTION COMPLAINT

(1) FAILURE TO PROVIDE MEAL PERIODS;

(2) FAILURE TO PROVIDE REST BREAKS;

(3) FAILURE TO PAY MINIMUM WAGES;

(4) FAILURE TO PAY OVERTIME WAGES;

(5) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;

(6) FAILURE TO PAY ALL WAGES UPON SEPARATION;

(7) FAILURE TO REIMBURSE ALL NECESSARY, BUSINESS-RELATED EXPENSES;

(8) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*; AND

(9) CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE, PURSUANT TO CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT ("PAGA"), §§ 2698, *ET SEQ.*

DEMAND FOR JURY TRIAL

CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff ANTHONY SPEARMAN ("Plaintiff' or "SPEARMAN"), on behalf of himself and all others similarly situated and aggrieved, by and through his attorneys, Abramson Labor Group, hereby files this Class Action and Private Attorneys General Act of 2004 ("PAGA") Representative Action Complaint against Defendants PIER 15 LOGISTICS LLC, a California Limited Liability Company; and DOES 1 through 25 inclusive, (collectively, "Defendants"), and states as follows:

I. INTRODUCTION

1. Plaintiff brings this class and representative action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of PIER 15 LOGISTICS LLC in California at any time during the Class Period beginning four years prior to the filing of this Complaint through the present ("Class Period"), and on behalf of all Aggrieved Persons who worked for Defendants as hourly, non-exempt employees in California at any time during the period beginning one year prior to the PAGA letter (defined below) through the present ("PAGA Period").

2. This is also an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who work or worked for Defendants in California as non-exempt, hourly employees and who received at least one wage statement during their employment, and against whom one or more violations of any provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint ("Aggrieved Employees"), at any time between one year and 65 days prior to the filing of this complaint (i.e., January 24, 2024) until judgment (the "PAGA Period"). Plaintiff's share of civil penalties sought in this action does not exceed $75,000.

3. Defendants are operating throughout California as an Amazon delivery service partner that offers specialty delivery and assembly and installation of large items like game tables (e.g., pool tables, ping pong tables)., large appliances (e.g., refrigerators, barbeques), mattresses, and furniture. Pier 15 Logistics drivers are based in Southern California and typically travel to customer destinations in Los Angeles and Orange Counties. One of the places Plaintiff stopped at least a few times along his routes to

use the restroom was 491 North Lake Avenue, Pasadena, California 91101, which is in Los Angeles County.

4. Defendants' policy and practice is to deny earned wages, including premium and overtime pay, to their nonexempt employees in California. Defendants do not provide their employees with legally compliant meal periods and rest breaks nor premium pay in lieu thereof. Additionally, Defendants require their employees to be present and to perform work uncompensated in excess of eight hours per day and/or 40 hours per work week by mandating that these employees perform various forms of compensable work off-the-clock including, but not limited to, performing compensable work for Defendants' benefit before and after their scheduled shift times that was instructed to not be documented. Likewise, Defendants do not provide minimum wages and overtime pay for this off-the-clock time. These off-the-clock waiting periods exist for the sole benefit of Defendants and occurred frequently and regularly at Defendants' worksites. This illegal practice has been in effect by Defendants since at least the start of the Class Period.

5. Moreover, Defendants fail to timely compensate employees for all wages earned upon separation and fail to properly and accurately calculate minimum wages and overtime wages and report wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of himself and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime compensation, unreimbursed business expenses, penalties, interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

6. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned wages and overtime compensation violates the California Labor Code and California's Unfair Competition Law, codified under California's Business & Professions Code.

7. Defendants fail to reimburse Plaintiff and Class Members for a variety of unreimbursed business expenses including cell phone data for the use of their personal cell phones required for communication purposes with coworkers during their shifts and for the purchase of tools such as gloves required to carry out daily tasks. The cell phone reimbursement Defendants provided of $5 per pay period is insufficient to cover Plaintiff and Class Members' cell phone expenses that correspond to their work for Defendants.

8. Plaintiff brings a class action under the California Code of Civil Procedure section 382 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid minimum wages including for work performed off the clock, unpaid overtime wages, failing to provide timely and accurate wage statements, failing to timely pay all wages owed at separation, failing to reimburse all necessary, business-related expenses, and other related penalties and damages under the California Labor Code and California Business & Professions Code.

II. JURISDICTION AND VENUE

9. This Court has jurisdiction over this matter because Defendants are licensed to do business in California, regularly conduct business in California, and committed and continue to commit the unlawful acts alleged herein in California.

10. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

11. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to violations personally suffered are less than $75,000. *Id.* at 1122.

12. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a

substantial portion of the transactions and occurrences related to this action occurred in this county.

13. California Labor Code sections 2698 *et seq.*, the "Labor Code Private Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violating the California Labor Code.

III. PARTIES

14. Plaintiff ANTHONY SPEARMAN ("Plaintiff" or "SPEARMAN") is or was a resident of Norwalk, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee for approximately one year from approximately July 1, 2023 to June 17, 2024. SPEARMAN'S position was Delivery Driver/Assembler. During his employment, Plaintiff started and ended each work day at Defendants' location in Buena Park, California located at 5061 Dolly Avenue, Buena Park, California 90621. Plaintiff typically worked four to five days per week for 11 or more hours per day and at least about forty (40) hours per week. At the time Plaintiff's employment ended, he was earning $21.00 per hour.

15. Defendant PIER 15 LOGISTICS LLC, a California Limited Liability Company ("PIER 15 LOGISTICS") is, on information and belief, a California Corporation doing business in California, with its principal place of business at 1323 West Bay Avenue, Newport Beach, California 92661, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. PIER 15 LOGISTICS operates throughout California as an Amazon delivery service partner that offers specialty delivery and assembly and installation of large items like game tables (e.g., pool tables, ping pong tables)., large appliances (e.g., refrigerators, barbeques), mattresses, and furniture. Pier 15 Logistics drivers are based in Southern California and typically travel to customer destinations in Los Angeles and Orange Counties.

16. Defendants created the policies and procedures described herein and, at all times during the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

17. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California, including in Anaheim.

18. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is

informed and believes that said Defendants are legally responsible for the conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, training, and supervision of each and every other Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendant.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. At all times relevant herein, Defendants are operating throughout California as an Amazon delivery service partner that offers specialty delivery and assembly and installation of large items like game tables (e.g., pool tables, ping pong tables)., large appliances (e.g., refrigerators, barbeques), mattresses, and furniture. Pier 15 Logistics drivers are based in Southern California and typically travel to customer destinations in Los Angeles and Orange Counties.

20. Upon information and belief, Defendants maintain their corporate operations headquarters, including Human Resources in Newport Beach, California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their operations headquarters in Newport Beach, California, which is responsible for conducting Defendants' recruiting and hiring of new employees, as well as communicating and implementing Defendants' company-wide policies, including timekeeping policies, to employees throughout California. In particular, Plaintiff and other Class Members, on information and belief, received the same standardized documents and/or written policies upon hire. Upon information and belief, the use of standardized documents and/or written policies, including new hire documents, indicate that

Defendants dictated policies at the corporate-level and implemented them company-wide, regardless of their employees' assigned locations or positions. On information and belief, all transactions regarding hiring, terminations, promotions, and pay increases, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department in Newport Beach, California.

21. Upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' operations headquarters in Newport Beach, California.

22. At all relevant times, Defendants have been, and continue to be, a "person" as that term is defined under California Business & Professions Code section 17021 and California Labor Code sections 1-29.5.

23. At all times relevant herein, Plaintiff was employed by Defendants as an hourly, nonexempt employee in the position of Delivery Driver/Assembler in California during the Class Period.

24. At all times relevant herein, Plaintiff and Class Members were assigned to and required and permitted to work without pay while performing tasks including, but not limited to: attending group meetings; load trucks for the day's deliveries based on the schedule provided; perform pre- and post-trip inspections of assigned box truck; drive with a helper on a specified route using GPS to customers' homes to then deliver large items to customers; assembling those large items in customers' homes and place them in the desired location pursuant to customers' instructions; and obtain customers' signatures upon delivery and assembly. Plaintiff and Class Members were not properly compensated for some of this work.

25. Plaintiff and Class Members began their shifts at Defendants' Buena Park location, found their assigned trucks loaded with all of their deliveries to complete during their shifts, and then drove to customers' homes in both Los Angeles and Orange Counties to deliver and assemble and/or install large items purchased such as furniture, barbeques, refrigerators, mattresses, and pool tables.

26. Plaintiff and Class Members were required to perform a substantial amount of compensable work off the clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Plaintiff and Class Members were required to perform work in the form of helping others upon arrival before clocking in for their scheduled shifts and also help with tasks after clocking out at the end of their shifts. Accordingly, Plaintiff and Class Members were not paid for that time spent working off the clock.

27. That is, Defendant implemented policies and enforced practices requiring Plaintiff and Class Members to perform work before and after their shifts off the clock, the effects of which Defendant could have mitigated by adjusting expectations and/or by adding more staff to reduce the expected daily workload.

28. At all times relevant herein, Plaintiff and Class Members were assigned to and required to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-length 30-minute, uninterrupted, off-duty meal periods. Accordingly, Plaintiff's and Class Members' meal periods were missed or short for which Defendants failed to compensate Plaintiff and Class Members with premium pay for meal periods under 30 minutes or skipped entirely.

29. More specifically, Plaintiff and Class Members regularly missed their meal periods and did not clock out for their meal periods; Plaintiff and Class Members continued working through their meal periods, which was necessitated by supervisors. That is, Plaintiffs and Class Members were required to forgo their meal periods to be able to complete all of their deliveries and assemblies and installations within the allotted timeframes set by Defendants.

30. Moreover, Plaintiff and Class Members regularly worked in excess of 10 hours without a second 30-minute meal period, despite not signing meal period waivers.

31. At all times relevant herein, Plaintiff and Class Members were assigned to and required and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full, net 10-minute rest breaks during each shift or 4-hour work period.

32. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants

and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely missed their entire 10-minute rest breaks and had to continue working through what should have been their rest breaks, which did occur everyday. Plaintiff and Class Members were assigned daily deliveries that required entering customers' homes, so at the request of Defendants, Plaintiff and Class Members had to complete their daily deliveries in a timely manner, which did not permit Plaintiff and Class Members to take their 10-minute rest breaks.

33. Accordingly, all rest breaks were not off duty and thus were noncompliant. Consequently, Defendants should have compensated Plaintiff and Class Members with premium pay for noncompliant rest breaks but failed to do so.

34. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular rate of pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

35. During the Class Period, Defendants require their hourly, nonexempt employees to perform compensable work while off the clock, before and after their scheduled shift times. Accordingly, during the Class Period, Defendants did not provide minimum wages and overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

36. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly, nonexempt employees should be, but were not compensated for, both straight hours and overtime hours worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day, and for the first eight hours worked on the seventh consecutive day of work in a workweek.

37. Supervisors employed by Defendants, including Plaintiff's location, had knowledge of and required Plaintiff to perform compensable work before and after scheduled shift times. Supervisors throughout California were aware that Plaintiff and others similarly situated were performing work during these times without proper wages or overtime compensation.

38. In light of Defendants' failure to record employees' off-the-clock time that employees worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks, Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore, employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked and all rates in effect during the pay period.

39. At all times relevant herein, the same unlawful practices and procedures described above affect hourly, nonexempt workers of Defendants employed in California.

40. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in accordance with law and, because Class Members were not compensated for time worked during meal periods, for shifts worked over eight hours in duration and 10 hours in duration, Defendants also did not pay nonexempt employees all overtime wages in accordance with law.

41. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed every pay period, failing to provide timely and accurate wage statements, failing to pay all wages owed upon separation, failing to reimburse all necessary, business-related expenses, and unfair competition.

42. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code section 2699.3. By letter dated January 24, 2025, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants PIER 15 LOGISTICS LLC of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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V. <u>CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS</u>

43. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated employees who all have been exposed to, have suffered, and/or were permitted to work under Defendants' unlawful employment practices as alleged herein.

44. Plaintiff brings his first through eighth causes of action on behalf of himself and on behalf of the following Class[1] of persons:

> All current and former hourly non-exempt employees of PIER 15 LOGISTICS LLC in California at any time during the Class Period through the present.

45. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

46. <u>Numerosity and Ascertainability</u>. The size of the Class makes a class action both necessary and efficient. On information and belief, the proposed Class includes hundreds of current and former employees at Defendants' locations in California. Members of the Class are ascertainable through Defendants' records but are so numerous that joinder of all individual Class Members would be impractical.

47. <u>Predominant Common Questions of Law and Fact</u>. Pursuant to section 382, common questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

a. Whether Defendants' policies and practices described in this Complaint were and are illegal;

b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants;

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[1] Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description with greater particularity or further division into subclasses or limitation to particular issues.

c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California for the total hours worked during the Class Period;

d. Whether Defendants have engaged in a common course of requiring or permitting their hourly, nonexempt employees to not report all hours worked during the Class Period;

e. Whether Defendants have engaged in a common course of failing to maintain true and accurate time records for all hours worked by their nonexempt employees;

f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff and members of the Class who worked as hourly, nonexempt employees in California during the Class Period;

g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and Class Members who worked as hourly, nonexempt employees in California during the Class Period from taking full-length off-duty, 30-minute meal periods by imposing overly demanding delivery/assembly schedules that required employees to forgo meal periods entirely or take meal periods shorter than 30 minutes;

h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period from taking full-length off-duty, 30-minute meal periods for their second meal periods for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal periods were not waived by mutual consent;

i. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period for missed, untimely, or on-duty meal periods as required by California law;

j. Whether Defendants violated section 11 of the applicable California Industrial Welfare Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the

Class who worked as hourly, nonexempt employees in California during the Class Period with timely, off-duty, 30-minute meal periods;

k. Whether Defendants engaged in an unfair practice and violated California Business and Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period with their statutory, off-duty, meal periods;

l. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods taken by Plaintiff and members of the Class during the Class Period in accordance with section 7 of the applicable IWC Wage Order(s);

m. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period for failing to provide full-length 10-minute rest breaks as contemplated by California law for work periods in excess of four hours;

n. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute, uninterrupted rest breaks as contemplated by California law for work periods in excess of four hours;

o. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;

p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of double time for hours worked in excess of 12 hours in a day;

q. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;

r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight hours worked in a day on the seventh consecutive day in a workweek and double time for all hours worked in excess of eight hours on such days;

s. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and members of the Class to perform for the benefit of Defendants;

t. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage statements to Plaintiff and members of the Class that failed to include payments for missed, untimely, and/or on-duty meal periods among wages earned throughout the Class Period;

u. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements to Plaintiff and members of the Class that failed to accurately state the total hours worked and therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;

v. Whether Defendants have engaged in a common course of failing to pay nonexempt employees all wages due upon separation;

w. Whether Defendants violated California Labor Code section 2802 by failing to reimburse Plaintiff and Class Members for all necessary business-related expenses they incurred;

x. Whether Defendants have engaged in unfair competition by the above-listed conduct; and

y. The nature and extent of class-wide injury and the measure of damages for the injury.

48. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other members of the Class working for Defendants in California, was subjected to Defendants' policy and practice of refusing to properly and fully pay premiums for meal period and rest break violations, minimum wages, overtime wages, necessary business-related expenses, and all wages upon separation in violation of California wage and hour laws. Plaintiff's job duties were and are typical of those of other class members who worked for Defendants in California.

49. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of the Class because his individual interests are consistent with and not antagonistic to the interests of the Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute this case as a class action and are experienced labor and employment attorneys who have successfully litigated other cases involving similar issues.

50. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class

action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 9-2001, § 11

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

51. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

52. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

53. IWC Wage Order No. 9-2001 (11)(A) provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

54. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more

than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

55. Defendant enforces practices that effectively require Plaintiff and Class Members to forgo their meal periods or take meal periods shorter than 30 minutes, the effects of which Defendant could have mitigated by reducing the daily workloads on Plaintiff and each Class Member to permit them more time to take their meal periods without also failing to complete all assigned deliveries. However, Defendant instead chose to instruct Plaintiff and other Class Members to forgo their meal periods in order to complete all of their daily assigned deliveries, assemblies, and installations. Defendants were aware of these missed meal periods because Plaintiff and Class Members did not clock out for their meal periods when they continued working through their meal periods. In effect, these policies and practices constitute a failure on Defendants' part to provide compliant meal periods.

56. Defendants also did not schedule second meal periods and had no policy for permitting and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. For example, during his employment, Plaintiff worked over 10 hours in a day but did not receive a second complaint meal period on those days, nor did he consent to waiving them. Because of Defendants' companywide practice of denying hourly, nonexempt employees second 30-minute meal periods, Plaintiff and other Class Members were not relieved of all duties such that they could take full-length second 30-minute meal periods and instead had to work during a portion of that time allotted for meal periods. Accordingly, Defendants failed to provide all meal periods in violation of California Labor Code sections 226.7 and 512. Defendants knew or should have known that their companywide adoption of the requirement that employees skip their meal period without executing waivers to do so would result in a failure to provide Plaintiff and other Class Members with full and timely meal periods as required by the applicable IWC Wage Order(s) and Labor Code sections 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign valid meal period waivers on days that they were entitled to meal periods but were not relieved of all duties.

57. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members

one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for premium wages because Defendants failed to include all forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

58. By their actions in requiring their employees to work during a portion or the entirety of their meal periods and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC Wage Order No. 9-2001 and is liable to Plaintiff and the Class.

59. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and section 11 of IWC Wage Order No. 9-2001, in the amount of one additional hour of pay at the employee's regular rate of pay for each work period during each day in which Defendants failed to provide their hourly, nonexempt employees with timely, statutory, off-duty meal periods.

VII. SECOND CAUSE OF ACTION

Failure to Provide Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;

IWC Wage Order No. 9-2001, § 12

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

61. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

62. IWC Wage Order No. 9-2001, section (12)(A) provides, in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall

be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work times is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

63. IWC Wage Order No. 9-2001, section (12)(B) provides, "If an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

64. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during the Class Period. Plaintiff and members of the Class were routinely required to work during their entire rest breaks at the direction of Defendants and/or with Defendants' knowledge and acquiescence.

65. Defendant enforces practices that effectively require Plaintiff and other Class Members to perform work during their rest breaks, the effects of which Defendant could have mitigated by spreading out the workload among a greater number of persons and/or reducing the individual workloads (deliveries) of each delivery driver. However, Defendant instead chose to instruct Plaintiff and other Class Members to forgo their rest breaks and to continue performing work during their rest breaks. In effect, these policies and practices cause Plaintiff and other Class Members to remain on-duty during rest breaks, and therefore, constitute a failure on Defendants' part to provide compliant rest breaks.

66. Furthermore, as with meal periods, Defendants' staffing and job-assignment policies required employees to forgo their 10-minute rest breaks, entirely preventing Plaintiff and Class Members from being relieved of all duty in order to take compliant rest breaks; these practices forced Plaintiff and other Class Members to remain on duty for their rest breaks. As a result, Plaintiff and Class Members would work shifts in excess of 3.5 hours without the net 10-minute rest breaks to which they were entitled. More specifically, throughout his employment, during 8-hour or longer shifts, Plaintiff and Class Members regularly worked during the entirety of their 10-minute rest breaks by using that time to continue performing work for Defendants.

67. At the same time, Defendants implemented a companywide policy to not pay rest break

premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for premium wages because Defendants failed to include all forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

68. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial Complaint.

69. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

VIII. <u>THIRD CAUSE OF ACTION</u>

Failure to Pay Minimum Wages

Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2, and 1197; IWC Wage Order No. 9-2001, § 4

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

71. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than

twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

72. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

73. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages for all hours worked in amounts set by state law.

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

75. Labor Code section 1194.2 provides in pertinent part: "In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

76. Pursuant to IWC Wage Order No. 9-2001, section (2)(H), at all times material hereto, "hours worked" includes "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

77. At all times relevant during the liability period, under the provisions of IWC Wage Order No. 9-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a sum according to proof for the time worked, but not compensated.

78. For all hours that Plaintiff and Class Members worked, they are entitled to not less than the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

79. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to

their attorneys' fees, costs, and interest according to proof.

80. At all times relevant during the liability period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

81. Plaintiff and Class Members were required to perform a substantial amount of compensable work off the clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Plaintiff and Class Members were required to perform work in the form of helping others upon arrival before clocking in for their scheduled shifts and also help with tasks after clocking out at the end of their shifts. As such, Plaintiff and Class Members were not paid for that time spent working off the clock.

82. In effect, these policies and practices cause Plaintiff and other Class Members to perform compensable work for Defendants' benefit that was neither recorded nor compensated, and therefore, constitutes a failure on Defendants' part to provide minimum wages for all hours worked.

83. Also, Defendants did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium pay, Defendants did not pay at least minimum wages for those hours worked off-the-clock.

84. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have done so continuously throughout the filing of this complaint.

85. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf of the Class, seeks damages and all other relief allowable including all wages due while working as Defendants' hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections 200, *et seq*.

86. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-

judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

IX. FOURTH CAUSE OF ACTION

Failure to Pay Overtime Wages

in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 9-2001, § 3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

87. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

88. Pursuant to section 3 of IWC Wage Order No. 9-2001; California Code of Regulations, Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512, 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time after eight hours on the seventh day of any work week, or after 12 hours in any work day.

89. Plaintiff and members of the Class were and are nonexempt employees entitled to the protections of IWC Wage Order No. 9-2001; California Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the Class Period, Plaintiff and other members of the Class consistently worked five days per week for shifts of eight hours or more. During the course of Plaintiff's employment, and during the course of the employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for overtime hours worked as required under the aforementioned Labor Codes and Regulations.

90. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime work performed during the four years preceding the filing of this Complaint, based on appropriate calculations of the "total remuneration" for each workweek.

91. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a

direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

92. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice, and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

93. Defendants' conduct described herein violates IWC Wage Order No. 9-2001; California Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510, 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

X. <u>FIFTH CAUSE OF ACTION</u>

Failure to Furnish Timely and Accurate Wage Statements

Upon Payment of Wages in Violation of Cal. Labor Code § 227.3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

95. Labor Code section 226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis . . . ." Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled

to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and shall be entitled to an award of costs and reasonable attorney's fees."

96. Defendants failed to accurately record the overtime hours worked by Plaintiff and Class Members.

97. Additionally, Defendants failed to accurately record all rates of pay in effect during the pay period.

98. Plaintiff and Class Members were damaged by these failures because, among other things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to them.

99. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e), in a sum as provided by the Labor Code and/or other statutes.

XI. SIXTH CAUSE OF ACTION

Failure to Pay All Wages Owed Upon Separation

in Violation of Cal. Labor Code §§ 201–203

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

100. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

101. Labor Code section 201 provides, in relevant part, "[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

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

103. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the

employer is liable for penalties in the form of continued compensation up to 30 workdays.

104. At all times relevant during the liability period, Plaintiff and the other members of the Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code section 201, upon Plaintiff's and the Class Members' separation dates, Defendants were required to pay Plaintiff and the Class Members all wages earned.

105. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and Class Members had unpaid wages. Plaintiff resigned without notice, however, Defendants failed to pay Plaintiff his final wages within 72 hours.

106. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of the Class who are no longer employed by Defendants for their uncompensated hours, uncompensated overtime, and missed, untimely, or on-duty meal periods and rest breaks, accrued vacation time/paid time off at the forgoing rate upon their separation from employment with Defendants as required by California Labor Code sections 201 and 202. In addition, Defendants failed to pay Plaintiff his final wages on the day of his termination— Defendants paid Plaintiff via direct deposit over one week following his termination. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and the Class Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

107. Defendants' failure to pay Plaintiff and the Class respective wages due and owed to them was willful, and done with the wrongful and deliberate intention of injuring Plaintiff and the Class Members and in conscious disregard of their rights.

108. Defendants' willful failure to pay former employee Plaintiff and the Class all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee's wages will continue as a penalty up to 30 days from the time the wages were due. Therefore, former employee Plaintiff and the Class Members are each entitled to penalties pursuant to Labor Code section 203.

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XII. SEVENTH CAUSE OF ACTION

Failure to Reimburse All Necessary, Business-Related Expenses in Violation of Cal. Labor Code § 2802

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

109. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

110. California Labor Code section 2802 provides that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful."

111. During the applicable statutory period, Plaintiff and Class Members incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members for these expenditures or losses. Such expenses include, but are not limited to, expenses for (1) cell phone data for the use of their personal cell phones when Defendants' cell phones were not working, (2) fuel for their trucks, and (3) and for the purchase of tools required to carry out daily tasks.

112. Plaintiff and Class Members incurred expenses for cell phone data for the use of their personal cell phones required during their shifts for navigation purposes to get to customers' homes throughout Los Angeles and Orange Counties. The $5 per-pay-period reimbursement Defendants provided was insufficient to reimburse Plaintiff and Class Members for these expenses.

113. Plaintiff and Class Members occasionally had to fill up their trucks with fuel using their own money and then submit a receipt for reimbursement. However, Defendants failed to reimburse those receipts on many occasions.

114. Finally, Plaintiff and Class Members had to purchase their own gloves, which were necessary in the delivery/assembly/installation process for safety and efficacy purposes.

115. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary business-related expenses and losses.

116. Plaintiff and Class Members are entitled to recover their necessary unreimbursed

business-related expenses and losses incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California, pursuant to California Labor Code section 2802.

XIII. EIGHTH CAUSE OF ACTION

Violations of California's Unfair Competition Law ("UCL"),

California Business and Professions Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

117. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

118. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

119. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

120. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members and also failure to reimburse all necessary, business-related expenses, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

121. Defendants' violations of California wage and hour laws and illegal payroll practices or payment policies constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

122. Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost money as a result of Defendants' conduct.

123. For the four years preceding the filing of this action, Plaintiff and Class Members have

suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

XIV. NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§ 2698, *et seq.*, for Violations of California Labor Code Sections

(Brought by Plaintiff on Behalf of Himself and the General Public Against All Defendants)

124. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

125. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order(s) that provides for a civil penalty to be assessed and collected by California's Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

126. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

127. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

128. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in section 2699.5, after the following requirements have been met:

a. The aggrieved employee shall give written notice ("Employee's Notice") by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;

b. The Employee's Notice filed with the LWDA is accompanied by a $75 filing fee; and

c. The LWDA shall provide notice ("LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

129. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in section 2699.5 after the following requirements have been met:

a. The aggrieved employee shall give written notice by online filing ("Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;

b. The Employee's Notice filed with the LWDA is accompanied by a $75 filing fee; and

c. The employer may cure the alleged violation within 33 calendar days of the postmark date of the Employee's Notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

130. On January 24, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the $75 filing fee. A true and correct copy of Plaintiff's written notice to the LWDA and PIER 15 LOGISTICS LLC dated January 24, 2025 is attached hereto as "**Exhibit 1**."

131. As of the filing date of the initial complaint, over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations set forth in this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and (c) to recover civil penalties against all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

132. Labor Code section 558(a) provides that "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

133. Defendants, at all times relevant herein, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

134. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order(s) for Defendants' failure to provide Plaintiff and other Class Members with compliant meal periods and/or rest breaks, as set forth above;

b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with at least minimum wages for all hours worked as set forth above;

c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for

Defendants' failure to compensate Plaintiff and other Class Members with overtime wages for all hours worked in excess of eight in one day or 40 in one week and double time for all hours worked in excess of 12 hours, as set forth above;

d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s) for failure to provide accurate and complete wage statements to Plaintiff and other Class Members as set forth above;

e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s) for failure to maintain payroll records. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants failed, on a companywide basis, to keep records of meal period start and stop times for Plaintiff and other non-party aggrieved employees in violation of section 1198. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party aggrieved employees showing the daily hours they actually worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked;

f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth above;

g. Violations of Labor Code section 204 for failure to pay all earned wages during employment as set forth above;

h. Violations of Labor Code section 2802 for failure to reimburse employees for all necessary, business-related expenses incurred during employment as set forth above;

i. Plaintiff and other non-party aggrieved employees are therefore entitled to recover penalties, attorneys' fees, costs, and interest thereupon, pursuant to Labor Code section 2699(f)-(g); and

j. Any and all additional applicable civil penalties and sums as provided by the California Labor Code and/or other relevant statutes.

135. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party aggrieved employees, and the State of California against all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

136. In addition, Plaintiff seeks and is entitled to sixty-five percent (65%) of all penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the California Labor Code, and thirty-five percent (35%) to all aggrieved employees.

137. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

XV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public, respectfully requests that this Court find against all defendants as follows:

1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;

4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four hours when they did not receive an uninterrupted 10-minute rest break;

5. One hour of wages due to Plaintiff and each Class Member for each work period of more than five hours when they did not receive an uninterrupted 30-minute meal period;

6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;

7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;

8. For waiting time penalties pursuant to Labor Code section 203;

9. Statutory penalties under Labor Code section 226(e);

10. For reimbursement of business expenses under California Labor Code section 2802;

11. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;

12. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;

13. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;

14. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

15. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;

16. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;

17. Accounting of Defendants' records for the liability period;

18. General, special, and consequential damages, to the extent allowed by law; and

19. All such other and further relief that the Court may deem just and proper.

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Dated: March 27, 2025

ABRAMSON LABOR GROUP

By: Cheryl Kenner
Cheryl A. Kenner

Attorneys for Plaintiff ANTHONY SPEARMAN and all others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiff ANTHONY SPEARMAN, on behalf of himself and all others similarly situated and aggrieved, hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: March 27, 2025

ABRAMSON LABOR GROUP

By: Cheryl Kenner
Cheryl A. Kenner

Attorneys for Plaintiff ANTHONY SPEARMAN
and all others similarly situated and aggrieved

EXHIBIT 1

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VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
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VIA CERTIFIED MAIL

Pier 15 Logistics LLC
Attn: Human Resources
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Buena Park, CA 90621

Pier 15 Logistics LLC
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1323 West Bay Avenue
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NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698, *ET SEQ.*

To: The California Labor and Workforce Development Agency; Pier 15 Logistics LLC

From: Anthony Spearman, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Anthony Spearman ("Mr. Spearman") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Spearman, "Claimants") who have been injured by Pier 15 Logistics LLC ("Pier 15 Logistics") violations of the California Labor Code. Mr. Spearman, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Pier 15 Logistics, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Pier 15 Logistics is an Amazon delivery service partner that offers specialty delivery and assembly and installation of large items like game tables (e.g., pool tables, ping pong tables)., large appliances (e.g., refrigerators, barbeques), mattresses, and furniture. Pier 15 Logistics drivers are based in Southern California and typically travel to customer destinations in Los Angeles and Orange Counties.

Claimant Mr. Spearman worked for Pier 15 Logistics from approximately July 1, 2023 to June 17, 2024 as an hourly, nonexempt employee in the position of Delivery Driver/Assembler, earning $21.00 per hour at the time of his separation. Mr. Spearman, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were generally engaged in Amazon specialty delivery and assembly and installation of large items. As part of their employment with Pier 15 Logistics, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, attending group meetings; load trucks for the day's deliveries based on the schedule provided; perform pre- and post-trip inspections of assigned box truck; drive with a helper on a specified route using GPS to customers' homes to then deliver large items to customers; assembling those large items in customers' homes and place them in the desired location pursuant to customers' instructions; and obtain customers' signatures upon delivery and assembly.

Claimant Mr. Spearman regularly worked five (5) days per week for 11 hours or more hours per day. During the entire course of his employment, Pier 15 Logistics failed to provide Mr. Spearman and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Pier 15 Logistics has also failed to pay minimum wages to Mr. Spearman and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 9-2001. As a consequence, Pier 15 Logistics has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 9-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Pier 15 Logistics has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Pier 15 Logistics has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Pier 15 Logistics has failed and continues to fail to provide timely, accurate wage statements to Mr. Spearman and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Pier 15 Logistics, including Mr. Spearman, Pier 15 Logistics violated Labor Code section 203 by failing to pay all wages due upon separation. Pier 15 Logistics has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs for cell phone data and uniforms, in violation of Labor Code section 2802. Mr. Spearman is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Spearman intends to bring an action against Pier 15 Logistics under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.[1]

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[1] Without limitation, Mr. Spearman, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A,

Theories of Labor Code Violations and Remedies:

Claimant Mr. Spearman was employed by Pier 15 Logistics from approximately July 1, 2023 to June 17, 2024 as a Delivery Driver/Assembler. The position of Delivery Driver/Assembler entails driving a box truck to customers' homes to deliver and assemble large items. For a period of at least four (4) years prior to January 2025, but for our purposes here, one (1) year prior, Pier 15 Logistics has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Pier 15 Logistics has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 9-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Claimants were required to perform work in the form of helping others upon arrival before clocking in for their scheduled shifts and also help with tasks after clocking out at the end of their shifts. Accordingly, Claimants were not paid for that time spent working off the clock. That is, Defendant implemented policies and enforced practices requiring Claimants to perform work before and after their shifts off the clock, the effects of which Defendant could have mitigated by adjusting expectations and/or by adding more staff to reduce the expected daily workload. However, Defendant instead chose to instruct Claimants to work during these times. In effect, these policies and practices constitute a failure on Pier 15 Logistics part to compensate Claimants for all compensable work performed. Additionally, as explained in further detail below, Defendants failed to provide compliant meal periods and rest breaks and failed to provide corresponding premium pay for those violations. With that, Pier 15 Logistics' corresponding failure to provide premium pay and do so at the regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Pier 15 Logistics' failure to pay minimum wages for all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 9-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Pier 15 Logistics failed to authorize and permit timely, full-length meal periods for Mr. Spearman and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 9-2001. Mr. Spearman and all similarly aggrieved persons were required to perform work during their meal periods in the form of continuing to perform their assigned services that prevented them from taking their 30-minute meal periods. Mr. Spearman and Claimants did not clock out for their meal periods, which establishes that Pier 15 Logistics knew that Claimants' meal periods were noncompliant. Despite that, Pier 15 Logistics did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Pier 15 Logistics required Mr. Spearman and others similarly situated to work during

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230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 9-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Pier 15 Logistics likewise failed to authorize and permit Mr. Spearman and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 9-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; Claimants regularly worked through their entire rest breaks. Pier 15 Logistics did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 9-2001. Furthermore, since Pier 15 Logistics required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Pier 15 Logistics was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Spearman and Claimants regularly worked overtime hours. Pier 15 Logistics has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. Pier 15 Logistics has also failed to compensate at the correct overtime rate during pay periods when Mr. Spearman and Claimants earned performance-based bonuses. In short, during the entire course of their employment, Pier 15 Logistics failed to provide Mr. Spearman and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 9-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Pier 15 Logistics, including Mr. Spearman, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Spearman, did not receive all wages owed upon separation based on Pier 15 Logistics' prior failings to pay all wages owed every pay period, including but not limited to meal and rest premiums wed and for all hours worked, as explained above. Additionally, Pier 15 Logistics failed to pay Mr. Spearman his final wages on the day of his termination—it paid him via direct deposit over one week following his termination.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Pier 15 Logistics pursuant to Labor Code section 226. Because Pier 15 Logistics failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Pier 15 Logistics for all necessary, **business-related expenses** they incurred in executing their duties for Pier 15 Logistics. California Labor Code section 2802 provides that "An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Pier 15 Logistics, however, has failed to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, gas, gloves, and all costs incurred for the use of their personal cells phone required during their shifts for navigation purposes. First, Claimants occasionally had to fill up their trucks with fuel using their own money and then submit a receipt for reimbursement. However, Pier 15 Logistics failed to reimburse those receipts on many occasions. Second, Claimants had to rely on their own cell phones to provide GPS along their routes when their cell phones Pier 15 Logistics provided weren't working. The $5 per-pay-period reimbursement was insufficient to reimburse Claimants for these expenses. Finally, Claimants had to purchase their own gloves, which were necessary in the delivery/assembly/installation process for safety and efficacy purposes. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Pier 15 Logistics' uniform failure to pay overtime and minimum wages, failure to authorize and permit full-length, off-duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, failure to furnish timely and accurate wage statements, and failure to reimburse all necessary, business-related expenses violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, 1197, and 2802, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Spearman, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Pier 15 Logistics for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

Cheryl Kenner

Cheryl A. Kenner